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CURRENT TOPICS.

WE UNDERSTAND that no suggestion has been received as to the place where the annual provincial meeting of the Incorporated Law Society for the current year shall be held. This may be in consequence of an impression that, as in 1887, a meeting of the society will be held in London to take the place of the usual provincial meeting. If any such impression exists, we think the fact that building operations will be in progress at the society's hall for probably the next eighteen months must have been overlooked.

MR. JUSTICE BUCKLEY announced on Wednesday that during the forthcoming Easter sittings he would take company business on Tuesday in each week, except on the first day of the sittings, when the business would be taken on the following day, Wednesday, the 9th of April.

IN THE CASE of *Re Wallis* (*ante*, p. 340) the court once more reaffirmed an elementary principle of bankruptcy law of which trustees in bankruptcy, in their no doubt laudable anxiety to secure as much as they can for the creditors, so often appear oblivious—namely, the principle that the statutory assignment of all a bankrupt's property under the Bankruptcy Act, 1883, cannot operate to confer a better title to any part of such property upon the trustee than the bankrupt himself had at the date of the receiving order; or, in other words, that the trustee takes the property subject to all the equities to which it was subject at the date of the receiving order. The point came up in *Re Wallis* as between the trustee and the bankrupt's wife, who had advanced moneys to him upon the security of a policy. No notice was given to the insurance office by the wife, but the trustee gave notice that he claimed the policy moneys. He claimed by such notice to have priority over the wife, and to be thereby entitled to the policy moneys, on the ground that he was in the same position as any other assignee, and, the equities being equal, had gained priority. But this contention lost sight of the crucial fact that the wife was an assignee for value, whereas the trustee's title merely depended upon the statutory assignment, which could only give him such interest in the policy as the bankrupt himself had at the date of the receiving order. Of course if the *bona fides* of the prior transaction between husband and wife could have been successfully impeached, the matter would have been on quite a different footing. But in the absence of any proof, or even suggestion, of such a thing, the trustee's claim inevitably and deservedly failed.

IN THE CASE of *The King* v. *Penfold*, which came before the Court for the Consideration of Crown Cases Reserved on the 1st of February, it appeared that there had been some doubt as to the practice which ought to prevail on the trial of an indictment under section 7 of the Prevention of Crimes Act, 1871. By section 7 of that Act "where any person is convicted on indictment of a crime, and a previous conviction of a crime is proved against him, he shall, at any time within seven years immediately

after the expiration of the sentence passed upon him for the last of such crimes, be guilty of an offence against this Act, and be liable to imprisonment, with or without hard labour, under the following circumstances. . . . If he is found in any place, whether public or private, under such circumstances as to satisfy the court before whom he is brought that he was about to commit, or to aid in the commission, of any offence punishable on indictment or summary conviction." At the trial evidence having been given of the prisoner having been found in a public road under circumstances which raised the suspicion that he was about to commit a felony, it was proposed to call evidence of the previous conviction. The counsel for the prisoner objected that this evidence ought not to be received until the jury had found that the prisoner had been in the road in question under circumstances shewing that he was about to commit a felony. But the court pointed out that the offence was not complete in itself until the previous conviction had been proved, and that, therefore, the evidence was rightly admitted. The objection taken seems to be nothing more than an argument against the policy of the statute, which clearly intended that the court should form its judgment upon an act equivocal in itself from its knowledge of the antecedents of the prisoner.

THE JURISDICTION of the county court judge to make an order upon an occupier to contribute towards the expenses of complying with the requirements of an order made by a district council upon an owner to provide means of escape from fire under section 7, sub-section 2, of the Factory and Workshop Act, 1891, was questioned by an occupier in *Monk* v. *Arnold* (*ante*, p. 340). The appellant's contention was that the word "ought" in that sub-section implies a legal liability, and that unless a legal liability existed, by covenant or otherwise apart from the statute, the county court judge had no jurisdiction to make an order upon the occupier to contribute. It will be remembered that section 7 (2) of the Factory and Workshop Act, 1891, is now repealed, but it is replaced without material alteration by section 14 (4) of the Factory and Workshop Act, 1901, which provides that "if the owner alleges that the occupier of the factory ought to bear or contribute to the expenses . . . the county court may make such order as appears to the court just and equitable." It would certainly be a very narrow construction of these words to hold that the court had no jurisdiction to make an order unless the occupier was already under some legal liability to contribute. It would make the county court judge merely an arbiter as to the amount. The Divisional Court took the wider view that the section conferred upon the county court judge the fullest discretion, independent of any contractual rights between the parties, to do what he considered fair as between them in the particular circumstances of each case. The wording of the sub-section is, however, certainly unfortunate, and it is a pity *Monk* v. *Arnold* was not decided in time for it to have been recast by the new Factory Act of 1901.

THE RECENT case of *Rex* v. *French and Others, Ex parte Roberts*, is an important declaration of the law as to how far the jurisdiction of justices to deal with a case of assault is ousted by a question of title between complainant and defendant. The complainant and defendant had common rights in a piece of land. The former was apparently in the habit of driving carts across the common, and the latter objected to this on the ground that it injured the pasture. One day whilst the complainant was taking a cartload of turnips across the land, the defendant tried to stop him, and committed the assault with which he was afterwards charged before the justices. The defence was that the justices had no jurisdiction, as there was a question of title between the parties; but the justices held that the objection to their jurisdiction was frivolous, and convicted. The conviction was brought up to the High Court on a rule for a *certiorari*. Now, the objection to the jurisdiction in this case was founded on section 46 of 24 & 25 Vict. c. 100, which provides that no case of assault shall be heard or determined by justices "in which any question shall arise as to the title to any lands, tenements, or hereditaments, or any interest therein or accruing therefrom." It was argued on behalf of the defendant that he had an interest in this land; that his rights in the pasture were infringed by the complainant's acts, and that he was defending this interest, and that, therefore, the magistrate's jurisdiction was ousted by the statute. In support of this contention the case of *Reg.* v. *Pearson* (L. R. 5 Q. B. 237) was cited. In that case the complainant had placed a quantity of bricks on a piece of land which the defendant claimed to be his property. The defendant proceeded to remove the bricks and assaulted the complainant when he attempted to stop him. In this case the High Court quashed the conviction, on the ground that the statute applied, there being a *bonâ fide* assertion of title to the land by the defendant, and the assault having been committed in the course of asserting that title. This case, however, when examined, has little in common with the recent case. In the latter it was admitted that the parties had common rights in the land, and no question of title whatever was raised. What was raised was a question of physical injury to the pasture in which each had rights that were undisputed. The case cited, therefore, was hardly in point. The section under consideration is certainly ambiguous to some extent. It may be read so that the jurisdiction is ousted when any question arises as to the title to any lands, or when any question arises as to any interest in any lands. This is the reading which the defendant wished the court to adopt. Or, it may be read as only applying when the question arises as to the title to any lands, or the title to any interest in lands. This latter is the reading adopted by the court in upholding the conviction. It is really hardly arguable that magistrates are deprived of jurisdiction by any question involving an interest in land. There must be some question as to title, and this decision will remove many doubts as to the meaning of the section. The law was clearly and concisely put by CHANNELL, J., who said that in the section the word "title" governs the words "to lands," and also governs the words "any interest therein or accruing therefrom."

A CORRESPONDENT remarks that in the case of *Whitaker* v. *Pomfret*, which we discussed in our issue of a fortnight ago (*ante*, p. 309), the attention of the court does not seem to have been called to section 19 of the Food and Drugs Act, 1899, which provides that "when any article of food or drug has been purchased from any person for test purposes, any prosecution under the Sale of Food and Drugs Acts in respect of the sale thereof shall not be instituted after the expiration of twenty-eight days from the time of the purchase." Our correspondent suggests that, not only did the prosecution fail by reason of the six months' limit, but that it must have failed unless it had been instituted within twenty-eight days of the sale by the defendant, the wholesale dealer. This view of the law appears to be the correct one at first sight, but it will not bear close examination. If it were the correct view, it would be almost impossible ever to take proceedings against the giver of a false warranty in time, and the law would be reduced to an absurdity. Now, section 19 refers evidently not to *any* sale, but to a sale *for test purposes*, and it is with regard to proceedings in respect of this sale only that the limit of twenty-eight days is fixed. The warrantor in the case referred to did not sell for test purposes, and so the twenty-eight days' limit does not apply to his offence. The section is, however, undoubtedly obscure on this point, and if there were no authority for this construction, no one would venture to say with confidence that it was certainly the right construction, or the one which the High Court would accept. But there is authority, as this point was raised in *Cook* v. *White* (44 W. R. 409; 1896, 1 Q. B. 284). That case was decided upon section 10 of the Act of 1879, which has since been repealed and its place taken by section 19 of the Act of 1899. The wording of the repealed section differs considerably from that of the section now in force, but the difference does not seem to affect the value of this decision as an authority on the point in question. The repealed section provides that in all prosecutions the summons shall be served "within a reasonable time," and in the case of a perishable article not exceeding twenty-eight days from the time of the purchase from such person for test purposes of the food or drug for the sale of which in contravention to the terms of the principal Act the seller is rendered

liable to prosecution. Construing this, LINDLEY, L.J., said: "It seems to me clear that the period from which the twenty-eight days begins to run in the case of a perishable article is the day of the sale of the article for test purposes, and that such period does not run from the date of the original sale of the article with a warranty of its genuineness. . . . There was no sale by the warrantor for test purposes at all, and it is difficult to see how the provision as to twenty-eight days could apply in such a case. Of course, if the milk had been bought in the first instance from the original vendor for test purposes, the period of twenty-eight days might and would have run from the time of such sale." This decision seems to dispose of the point raised by our correspondent.

AN ATTEMPT to impose upon a trustee liability for loss caused by the fraud of a third party was made under singular circumstances in *Re Smith, Smith* v. *Thompson* (reported elsewhere), before KEKEWICH, J., last week. The trustee, or, strictly, the administratrix of a last surviving trustee, was a lady living in the country. The dividends on investments and the other income of the trust estate were paid direct to a separate account at a London bank, and the solicitors to the trust, who were in London, kept the cheque-book and the pass-book relating to this account. When payments on account of the trust had to be made, the practice was for the solicitors to fill up cheques and send them by post to the trustee for her signature accompanied by explanatory letters. On one occasion a clerk to the solicitors sent a telegram to the lady, without authority, saying that he was bringing cheques for signature that evening. When he brought them it appeared that two had been altered from "order" to "bearer," and he produced a letter purporting to come from the firm requesting her to initial the alterations. He explained the matter by saying that the cheques were to meet fees for the payment of which cash would be required early the following morning. The trustee signed the cheques and initialled the alterations, and in the result a sum of £129 was lost to the trust estate. It is not surprising that under these circumstances KEKEWICH, J., held that the loss ought not to fall upon the trustee. The measure of a trustee's liability was laid down by JESSEL, M.R., in *Speight* v. *Gaunt* (22 Ch. D., p. 739) in the rule, "A trustee ought to conduct the business of the trust in the same manner that an ordinary prudent man of business would conduct his own," and the trick which was played on the trustee in the present case might well have imposed upon a man who was dealing with his own affairs. The clerk in question was known to the trustee as a clerk in her solicitors' office, and his plausible story would disarm any suspicion she might have had. It should be noticed that the learned judge held the usual mode of transacting the trust business to be not unreasonable, having regard to the fact that the trustee lived in the country, and this being so, the loss was due to a risk against which the trustee could not be expected to indemnify the trust estate.

A CASE of some importance with regard to the lights of new houses on a building estate was recently decided by JOYCE, J., in *Godwin* v. *Schweppes (Limited)*. In 1884 the owner of certain land entered into a building agreement with a builder to erect certain buildings on his land. The agreement, however, was not carried out, and in May, 1886, the owner conveyed part of the land, on which a block of mansions had been erected, to the builder. The conveyance contained no reference to lights and no express general words, but there was drawn on it a plan upon which the words "centre of party wall" and also a dotted line, which was supposed to indicate the building line. In 1901 the defendants, who were successors in title of the original owner, began to build on the land adjoining the mansions so as to interfere with the light to such mansions, and this action was commenced to restrain them from so building, on the ground that the conveyance of May, 1886, was a grant of light over the other land of the grantor, and that he could not derogate from his own grant. JOYCE, J., held that, under the circumstances, there was no grant of light. In *Pollard* v. *Gare* (1901, 1 Ch. 834), however, where the facts were very similar, the decision was the other way. In most of these cases the question is one of fact, governed by the principle laid down in *Birmingham, &c., Banking Co.* v. *Ross* (38 Ch. D. 295), as explained by *Broomfield* v. *Williams* (1897, 1 Ch. 602.) The law is by no means clear as to what will and what will not amount to the grant of an easement in a case like the one under consideration, but what is clear is that the intention to be implied from the circumstances existing at the time of the grant and known to the grantee is all-important—important not only as a means of arriving at a right decision as to the construction of the grant, but important also, as a matter of practical conveyancing, in shewing what facts it is necessary for the draftsman to know, and what should be clearly expressed. The two obvious lessons to be drawn from the cases are that plans should be most carefully made and carefully considered in the light of what is the intention and knowledge of the parties, and that there is considerable danger in many cases in relying upon the general words implied by the Conveyancing Act, 1881, s. 6.

THE GOVERNMENT Licensing Bill contains provisions which will be read throughout England with much interest. We pass by the clauses requiring persons convicted of drunkenness to give security for good behaviour and prohibiting the sale of intoxicating liquors to persons declared to be habitual drunkards, to which we have previously referred, and come to Part III., which relates to the registration of clubs, and deserves further notice. Every club which occupies a house, or part of a house, or other premises, which are habitually used for the purpose of a club and in which any intoxicating liquor is supplied to members or their guests, is to be registered, and the clerks to the justices of petty sessional divisions are to keep registers of clubs. Penalties are imposed for supplying or selling intoxicating liquor to any persons on the premises of an unregistered club; and a court of summary jurisdiction may make an order directing any club to be struck off the register on the ground that it is not conducted in good faith as a club or that "there is frequent drunkenness on the club premises." The justices may grant a search warrant upon information that a club is so managed as to constitute ground for striking it off the register. The first observation to be made upon this part of the Bill is that it applies to all clubs without any exception. The Athenæum and the United Service will require to be registered in the same manner as a club in a small country town. Secondly, no definition is given of the expression "club." When we consider the large number of voluntary unincorporated societies who occupy premises of their own, and, occasionally at any rate, supply intoxicating liquor to their members, we find some difficulty in forming an opinion as to which of them are "clubs." Are the Inns of Court, the colleges at the Universities of Oxford and Cambridge, and the Grand Lodge of Freemasons fraternities which come within the meaning of the Bill? We believe that in the separate Bill for extending this legislation to Scotland there is an attempt to give a definition of "club," and in a private members' Bill brought in this Session by Mr. CAINE and others, "club" is defined as "any society, organization, or body, or person which supplies to its members excisable articles on any premises which are not licensed under the Licensing Acts." But there are great difficulties in the way of framing a satisfactory definition, and in the case of the English Government Bill the draftsman probably gave up the attempt in despair. As to the policy of the Bill, it is notorious that there have been many complaints as to the way in which a number of clubs, purporting to be clubs for working men, have been conducted. In a report recently made upon premises where intoxicating liquor is supplied, we find this observation: "It is difficult to say where the club proper ends and the mere drinking saloon commences." The safest course was to make no exception with regard to the registration of clubs, and to invite every society to consider itself within the terms of the new law.

EVERYONE who is a householder suffers sooner or later from men who come round and worry his servants into buying something which they do not want or cannot afford—in fact, who hawk their wares from door to door, in some cases with a quite honest, in others with a more questionable, purpose, but in

every case more often to the annoyance than to the convenience of the household. To such the decision of the Divisional Court in *Holland* v. *Hall* (*ante*, p. 319) is of special interest in the hope that it may do something to check the increase in the house-to-house canvassing system which even large and respectable firms are more extensively adopting under the stress of competition. The system adopted by the firm of sewing machine makers in *Holland* v. *Hall* was to send round a canvasser in advance who visited a number of different persons and took provisional orders on approval, but no actual contract for purchase was concluded. Then came round a van with a number of machines, some of which were left on approval, and these, if considered satisfactory, were sold. The Inland Revenue prosecuted the respondent for having traded as a hawker without a licence under the Hawkers Act, section 2 of which, so far as material, provides that "'hawker' means any person who travels with a horse . . . to other men's houses to carry and sell any goods . . . or exposing samples . . . to be afterwards delivered." The justices having refused to convict on the ground that the Act did not apply, as it was intended to offer them to persons who had previously been visited by a canvasser, the Inland Revenue appealed, and successfully. Certainly to the plain man the case seems to be hit by the words of section 2, and scarcely to have needed the considered judgment of the three learned judges who unanimously remitted the case to the justices. The introduction of the preliminary stage of canvassing can really make no difference. Unfortunately, the judgment of the Lord Chief Justice rather proceeds on the fact that the machines were also offered to persons other than people who had been previously canvassed. But the principle of the decision is of wider application.

THE EXERCISE of the equitable jurisdiction of county courts does not often give rise to appeals to the High Court, possibly because it is not very frequently exercised, or perhaps (as we would prefer to believe) because it is as a rule duly exercised But in *Morant* v. *Godden*, which came before a Divisional Court last week, the judge of the Lymington County Court appears to have fallen into error in applying the Partition Act, 1868. The plaintiff and defendant were entitled in equal moieties, and the plaintiff requested a sale in lieu of partition. He was clearly entitled to an order for sale under section 4 of the Act, unless the defendant shewed that a partition would be more beneficial. The defendant did not resist an order for sale, but offered to purchase the plaintiff's share at a valuation. The judge thereupon ordered that the property should be valued and that the plaintiff should convey his share to the defendant and should receive half the amount of the valuation. In making this order he appears to have purported to act under section 5, which gives the court a discretion to order a sale where any party asks for it "unless the parties opposing the sale are willing to take his share at a valuation." But the section does not enable the court to compel the party asking for a sale to part with his share at a valuation; this was decided in *Pitt* v. *Jones* (5 App. Cas. 651), in which *Gilbert* v. *Smith* (11 Ch. D. 78) was affirmed. The order made in the present case ignored this decision, and would have had the effect of preventing the plaintiff from attempting to acquire the whole property; this he would be entitled to do if he obtained the leave of the court under section 6 to bid at the sale. There was thus a miscarriage of justice which the Divisional Court were able to set right.

In our comments on the case of *Re Pollard* (*ante*, p. 290) the word "plaintiff" was inadvertently substituted by our contributor for "defendant." As a matter of fact, we are informed that it was the defendant who the judge said ought to pay a substantial proportion of the costs of the action, and the defendant was ordered to pay two-thirds of the whole costs as between party and party, and the residue of the said costs, consisting of the one-third of the party and party costs and the whole of the solicitor and client costs, were directed to be paid out of the testator's estate, to which the defendant was entitled to one-third.

THE CASE FOR INQUIRY INTO THE WORKING OF COMPULSORY REGISTRATION OF TITLE.

WE print elsewhere the report of the Land Transfer Committee of the Council of the Incorporated Law Society on compulsory registration, which has been adopted by the Council. The report is the outcome of the resolution passed at the Oxford meeting last October "that in the opinion of this meeting there has been sufficient experience of the working of the Land Transfer Act, 1897, to justify and demand full inquiry into the operation and effect of compulsory registration of title," and of a subsequent resolution of the Council referring it to the Land Transfer Committee to report generally as to the position of compulsory registration, and also as to the experimental character of the Act of 1897, and as to the pending extension to the City of London. The report of the committee is prefaced with two recommendations to the Council: (1) To support the Corporation of London in opposing the extension of compulsory registration to the City; (2) to use all legitimate means in order to secure full public inquiry into the operation and effect of compulsory registration of title on the experience already afforded; and these recommendations are supported in the body of the report by cogent reasons, based partly on the initial understanding that compulsory registration was only to be introduced tentatively, and partly upon the effects of the system which have become apparent during the three years it has been in operation in various parts of the Administrative County of London.

Under each of these heads the committee have no difficulty in making out a clear case. It may be admitted at once that at the time of the passing of the Act of 1897 there was no definite pledge given that there should be a public inquiry at the end of the experimental period of three years. The compromise upon which the passing of the Act was based provided only for the manner in which the system was to come into operation. The Administrative County of London was to be selected (subject to the veto of the county council) as the area of experiment, and no extension was to be made for a period of three years. After that time extension to other counties was only to take place on the application of the council of the county proposed to be affected. There is no doubt that by this arrangement the public who are interested in dealings with land gained a substantial advantage. A check was put upon the ardour of the Land Registry Office and it was definitely prevented from extending its operations forthwith over the whole country. There can be no doubt, also, that the idea underlying the compromise was that compulsory registration was to be introduced in the first instance purely as an experiment, and that this was the general impression at the time is sufficiently shewn by extracts from the *Times* of the 13th of December, 1897, and the 16th of February, 1898, which are quoted by the committee in their report. "For thirty years," concludes one extract, "there has been theoretical discussion; suppose we have two or three years of actual trial." "If after a fair trial," runs the other, "it is proved that it does not work satisfactorily, that it impedes freedom of transaction and tends to increase rather than diminish legal expenses, there will be no difficulty in reverting to the present state of things."

Although, then, no distinct pledge was given that the experimental period should be followed by a public inquiry, yet it is obvious that such an inquiry was in fact an essential consequence of the compromise. It might be dispensed with, indeed, had the experiment resulted in a general impression among those actually conversant with the working of the system that it was proving a success. But if the contrary is the case, an opportunity should be given for publicly ascertaining the result of the experiment. That the contrary is the case is well known to solicitors practising in London, but it by no means follows that reliable information on the subject will be available for public use. The report, therefore, very properly emphasizes the point, that the City of London, to which, as matters at present stand, compulsory registration will shortly be extended, as well as the county councils in all parts of England with whom further extension rests, are entitled to be informed whether registration of title does indeed facilitate the transfer of land, and to know the facts with reference to the question of expense. The experiment was

made under the Act of 1897 simply for the purpose of arriving at definite information as to the working of compulsory registration. All that is now asked for is that the only effectual means of obtaining this information should be used. That the Government, however, have long ceased to regard the matter as in any sense experimental is clear from the arrangements made in 1900 for spending over a quarter of a million of public money on the erection of new registry buildings, and this attitude was emphasized in the answer given by the Attorney-General to Mr. REMNANT'S recent question in the House of Commons. It was then distinctly stated that the Government had no intention of holding such an inquiry as would re-open the question of principle. The inconsistency of this position requires no comment. A system which is introduced by way of experiment necessarily leaves the question of principle open. The question is referred to the test of practice, and by the result of practice it should be decided.

The committee in their report carefully state the matters which would properly fall within the scope of the proposed inquiry. It will be sufficient, perhaps, to consider these when the inquiry itself is more likely of attainment. The matter of immediate moment is to bring home to the Government the injustice which underlies this refusal to admit the real nature of the compromise in virtue of which the opposition to the Land Transfer Bill of 1897 was withdrawn. At that time the proposal to introduce compulsory registration experimentally was reasonable enough. There was a strong body of theoretical opinion in favour of the system, and it was clear that the controversy would not be decided until its supporters had had a chance of putting their ideas into practice. Solicitors, on the other hand, were not concerned to oppose registration if, contrary to the opinion prevailing amongst them, it should turn out to be really beneficial. But the arrangement was meaningless, and the experiment was no experiment at all, if inquiry into its result was to be burked. We trust that the Council, now that they have taken the matter up, will not allow their views to remain on paper, but will take adequate means for forcing them on the attention of the Government. The general reluctance in the City to have the system extended there should offer a favourable occasion for doing this.

FORFEITURE OF A LEASE BY RECONSTRUCTION OF A COMPANY.

THE House of Lords have affirmed in *Watney, Combe, Reid, & Co.* v. *Ewart* (*Times*, 14th inst.) the extremely inconvenient, and indeed harsh result, that a company, under the usual unrestricted form of proviso for re-entry, is liable to forfeit a lease which it holds if it goes into liquidation for the purpose of amalgamation or reconstruction. On the 26th of October, 1896, a lease of a public-house was granted to a brewery company—COMBE & Co. (Limited)—for thirty years from the previous Christmas. The rent was £300 a year. A premium of £8,500 was paid for the lease, and the lessees were to spend £600 in repairs and improvements. The proviso for re-entry empowered the lessor to re-enter "if and whenever the lessees or their assigns, being a company, shall enter into liquidation, whether compulsory or voluntary." COMBE & Co. underlet to FRYER for 29¼ years from the 24th of June, 1896, at a rent of £800 reducible to £300 so long as he procured his beer from them. FRYER paid a premium of £8,000. In December, 1898, COMBE & Co. passed a resolution, confirmed in the following January, for voluntary winding up in order to effect an amalgamation with two other companies for the purpose of forming the appellant company. Upon their applying for a licence to assign the lease to the new company, the lessor claimed that a forfeiture had been incurred by reason of the voluntary winding up, and refused his licence. The lease was thereupon assigned without licence. The lessor proceeded to enforce the forfeiture by action against FRYER and the amalgamated company, and before KEKEWICH, J., and the Court of Appeal (*Ewart* v. *Fryer*, 48 W. R. 443, 49 W. R. 145; 1901, 1 Ch. 499) he was successful. The underlessee, however, claimed relief under section 4 of the Conveyancing Act, 1892, and obtained an order vesting the lease in him during the remainder of the sub-term, with a reference to chambers to determine what was a fair rent for him to pay having regard to the fact that the tie upon the house was removed.

So far as regards the underlessee, who maintained that he was entitled to have the lease subject only to a rent of £300, the appeal to the House of Lords was not proceeded with, but the amalgamated brewery company have tried to get a reversal of the decision of the Court of Appeal on the effect for the present purpose of a voluntary liquidation. This merely followed the decision of the same tribunal in *Horsey Estate (Limited)* v. *Steiger* (47 W. R. 644; 1899, 2 Q. B. 79). In that case also there was a proviso for re-entry if the lessees, being a company, should enter into liquidation, voluntary or compulsory. Lord RUSSELL, C.J., in whose judgment A. L. SMITH and COLLINS, L.JJ., concurred, contented himself with saying that the determining event was the entering into liquidation in fact, and that the cause which led to that event, or its object, was wholly immaterial. The contention that the liquidation, to cause a forfeiture, must be the result of insolvency, required the introduction into the proviso of further words, and was inadmissible. *Ewart* v. *Fryer* in the Court of Appeal added nothing to this reasoning, and in the House of Lords the same conclusion has been arrived at. Although, said the Lord Chancellor, it was admitted that the appellants were fully solvent, and that the liquidation was only for the purpose of reconstruction and amalgamation, the appellants came within the words of the proviso, and he was not at liberty to introduce words into the instrument which the parties had not put there. And similarly Lord LINDLEY said: "Whatever the object of entering into liquidation was, it is impossible to deny that one of the events on which the lessors stipulated for a right to re-enter indisputably happened."

But at the present time the fact that a forfeiture has been incurred does not necessarily mean that it can be enforced, and section 14 of the Conveyancing Act, 1881, was passed with the express object of putting an end to the cases of hardship which arose upon a strict enforcement of forfeiture clauses. Section 14, however, is subject, as is well known, to important limitations, and by virtue of sub-section 6 a lessee is debarred from obtaining relief where the forfeiture has been incurred in consequence of a breach of a covenant against assigning, or in consequence of the "bankruptcy" of the lessee. The winding up of a perfectly solvent company for the purpose of reconstruction does not, on the face of it, look like bankruptcy, but this term is defined by section 2 (xv.) of the same Act to include "liquidation by arrangement, and any other act or proceeding in law having, under any Act for the time being in force, effects or results similar to those of bankruptcy," and it is by the light of this clause that the effect of a voluntary winding up must be judged. According to Lord MACNAGHTEN, the expression "bankruptcy" occurs in the Act only in this interpretation clause and in sub-section 6 of section 14, and it would have been well had the draftsman considered more closely what was really the meaning which it was to have in that sub-section. The possibility of the lessee being a company could then hardly have escaped him, and he could hardly, too, have avoided seeing that a winding up need not involve insolvency, which is the real ground for excluding the right of relief. Winding up, however, is not expressly mentioned, and "bankruptcy" is extended, as already pointed out, to any proceeding in law having effects similar to bankruptcy.

But although a solvent company which goes into voluntary liquidation is as far as possible removed from the essential idea of bankruptcy, yet it cannot be denied that in some important respects results follow which are similar to those in bankruptcy. What these are was pointed out by Lord LINDLEY. The company stops business, and persons are appointed whose duty it is to realize the assets so far as may be necessary to pay debts; the rules as to debts provable are the same as in bankruptcy; and as a general rule all creditors are paid *pari passu*. The learned lord was by no means clear that even these resemblances so far assimilated the voluntary winding up of a solvent company to bankruptcy as to bring the case within the definition clause in the Conveyancing Act; but he was not prepared to say that the Court of

Appeal were wrong, and he accepted their solution of what he described as a very doubtful question. The rest of the House appear to have agreed with the Court of Appeal more readily, and it must be taken that any winding up is equivalent to bankruptcy for the purpose of forfeiture. In ordinary cases it may still be possible to obtain some measure of relief under section 2 of the Conveyancing Act, 1892, which allows a year for the sale of the lessee's interest, though it is not easy to see how it could have given relief satisfactorily in the present case. The section, however, does not apply to a lease of a public-house, and hence it had not to be considered. The practical outcome is that a company, in taking a lease, should insist on the re-entry clause being modified so as to exclude the case of winding up with a view to reconstruction or amalgamation.

REVIEWS.

BOOKS RECEIVED.

Chitty's Forms of Civil Proceedings in the King's Bench Division of the High Court of Justice, and on Appeal Therefrom to the Court of Appeal and the House of Lords. Thirteenth Edition. By THOMAS WILLES CHITTY, Barrister-at-Law, a Master of the Supreme Court; HERBERT CHITTY, Barrister-at-Law; and P. E. VIZARD, of the Central Office of the Supreme Court. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Law of Factories and Workshops, as Codified and Amended by the Factory and Workshop Act, 1901 (1 Edw. 7), c. 22, including all Special Rules and Orders Published by Authority, and now in Force Relating to Factories and Workshops, and all Statutes Affecting the Same. By ALFRED HENRY RUEGG, K.C., and LEONARD MOSSOP, B.C.L., of Lincoln's-inn. Stevens & Sons (Limited). Price 12s. 6d.

Gibson and Weldon's Aids to Equity: Intended as a Guide to that Difficult but Essential Work, Snell's Principles of Equity (13th Edition). Seventh Edition. By the Authors and H. GIBSON RIVINGTON, B.A. (Oxon). The "Law Notes" Publishing Offices.

Report of the Twenty-fourth Annual Meeting of the American Bar Association, held at Denver, Colorado, August 21st, 22nd, and 23rd, 1901. Philadelphia: Dando Printing and Publishing Co.

Principles of Contract: A Treatise on the General Principles Concerning the Validity of Agreements in the Law of England. Seventh Edition. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law. Stevens & Sons (Limited). Price 28s.

CASES OF THE WEEK.

Court of Appeal.

FOULGER *v.* **ARDING.** No. 1. 12th March.

LANDLORD AND TENANT—LEASE—COVENANT BY TENANT TO PAY TAXES, RATES, AND IMPOSITIONS—COST OF ABATING NUISANCE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 4.

This was an appeal from the judgment of a Divisional Court (Lord Alverstone, C.J., and Lawrance, J.) on the hearing of an appeal from the Wandsworth County Court (49 W. R. 442; 1901, 2 K. B. 151). The defendant was tenant to the plaintiff of a dwelling-house and premises in the parish of Streatham, under a lease for a term of 16½ years. The lease contained a covenant on the part of the tenant to "pay and discharge all taxes, rates, including sewers, main drainage assessments, and impositions whatsoever which now are or at any time or times hereafter during the continuance of the said term hereby granted be taxed, rated, assessed, charged, or imposed upon or in respect of the said premises or any part thereof, or on the landlord, tenant, or occupier of the same premises by authority of Parliament or otherwise howsoever (landlord's property tax and tithe only excepted)." The lease contained no covenant to repair either by the landlord or the tenant. By a notice served on the plaintiff during the continuance of the term, under section 4 of the Public Health (London) Act, 1891, the plaintiff was required by the sanitary inspector for the parish of Streatham to abate a nuisance arising on the premises from a foul and offensive privy, defective soil-pipe or connections to water-closets, and other defective sanitary arrangements, by removing the old foul and offensive privy and all contaminated soil and excreta, building a new water-closet strictly in accordance with the bye-laws of the London County Council, laying a new 4-inch drain properly ventilated, making good the defects in the soil-pipe or branches, and by executing other works of a like character necessary to prevent a recurrence of the nuisance. The plaintiff executed the work required by the notice at a cost of £35, and demanded that amount from the defendant, who refused to pay. Thereupon the plaintiff brought an action in the county court claiming the above sum as damages for breach of the above covenant. The county court judge gave judgment for the plaintiff. The Divisional Court reversed his decision, and gave judgment for the defendant. The plaintiff appealed.

The following cases were cited: *Tidswell* v. *Whitworth* (L. R. 2 C. P. 326), *Thompson* v. *Lapworth* (L. R. 3 C. P. 149), *Crosse* v. *Rose* (L. R. 9 Ex. 209), *Hartley* v. *Hudson* (4 C. P. D. 367), *Rawlins* v. *Briggs* (3 C. P. D. 368), *Budd* v. *Marshall* (5 C. P. D. 481), *Aldridge* v. *Ferne* (17 Q. B. D. 212), *Melhado* v. *Woodcock* (9 Times Law Reports 48), *Smith* v. *Robinson* (1893, 2 Q. B. 53), *Brett* v. *Rogers* (1897, 1 Q. B. 525) *Farlow* v. *Stephenson* (1900, 1 Ch. 128), *Arding* v. *Economic Printing and Publishing Co.* (79 L. T. 622), *Allum* v. *Dickinson* (9 Q. B. D. 632), *Wilkinson* v. *Collyer* (13 Q. B. D. 1), *Badcock* v. *Hunt* (22 Q. B. D. 145).

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said it was clear on the authorities that a defect, which was inherent in the premises at the time of the granting of a lease, might be the subject-matter of an obligation thrown upon the landlord in respect of which it was possible for him to relieve himself by such a covenant as this on the part of the tenant. It was also clear that such a covenant might cover capital charges, such as the cost of structural alterations. It seemed to him that an obligation imposed on a landlord by a notice such as that which was served upon the plaintiff in this case was an imposition imposed on the landlord in respect of the premises within the meaning of the covenant. It was argued that it had never been held that the word "impositions" was wide enough to cover an obligation like the present, though it was admitted that the word "outgoings" had been held to cover it. In his opinion the word "impositions" was wide enough to cover this class of obligation, and the plaintiff was entitled to judgment.

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, *Bray*, K.C., and *Clavell Salter*; *Colam*. SOLICITORS, *Foulger & Robinson*; *G. Aplin Nichols*.

[Reported by F. G. RÜCKER, Esq., Barrister-at-Law.]

SKENE *v.* **COOK.** No. 1. 14th March.

LIMITATIONS, STATUTE OF—LAND TAX—REDEMPTION—RECOVERY OF YEARLY SUM PAID BY WAY OF INTEREST—LAND TAX REDEMPTION ACT, 1802 (42 GEO. 3, c. 116), s. 123—REAL PROPERTY LIMITATION ACT, 1833 (3 & 4 WILL. 4, c. 27), s. 1—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), ss. 1, 8.

Appeal by the plaintiff from the decision of the Divisional Court (Channell and Bucknill, JJ.) (1901, 2 K. B. 7). The action was brought in the Westminster County Court. The claim was for £9, being one year's land tax payable by the defendant to the plaintiff on or before the 1st of January, 1900, charged upon two houses, to which sum the plaintiff claimed to be entitled as assignee of the benefit arising under the certificate of the contract for the redemption of the land tax dated the 19th of February, 1874. The defendant gave notice of the special defence that the plaintiff's claim was barred by a Statute of Limitations. By lease dated the 14th of November, 1873, the owner in fee of Nos. 61, 61A, 62, High-street, St. Giles, let Nos. 61 and 61A to one Purkis for forty-two years, and at the same time by another lease he also demised No. 62 to Purkis for the same term of years. Under the covenants in these leases Purkis covenanted to pay the land tax. In 1874 Purkis redeemed the land tax on all the premises under the powers given by 42 Geo. 3, c. 116, as from the 24th of June, 1874. The certificate of the contract for redemption was dated the 19th of February, 1874, and was registered on the 10th of October, 1874. In June, 1874, Purkis assigned the lease of Nos. 61 and 61A (which were subject to a payment of £9 in lieu of land tax) to one Plumb, and by various mesne assignments the lease of 61 and 61A became, in August, 1885, vested in the defendant, who, by mistake, every year paid the land tax to the commissioners until 1900, when the mistake was discovered. In June, 1879, Purkis assigned the lease of No. 62 to Skene, the plaintiff, and handed to him the certificate of the contract of redemption with the intention of transferring the benefit thereof to him, and later on (in October, 1899) made a formal assignment of the benefit of the contract to him. The plaintiff, on receiving the certificate, put it away with his title deeds and forgot all about it until 1900. Prior to 1900 no payment or acknowledgment of indebtedness had been made by the defendant or his predecessors in title to the plaintiff or his predecessors in title in respect of the land tax on Nos. 61 and 61A. The annual payment for which the land tax on Nos. 61 and 61A was redeemed amounted to £9, which annual payment the defendant ought to have made to the plaintiff as the holder of the certificate of redemption. The present action was brought for one such annual payment due the 1st of January, 1900. The county court judge gave judgment for the defendant on the ground that the claim was barred by lapse of time, and the Divisional Court upheld his judgment, holding that the yearly sum payable under 42 Geo. 3, c. 116, s. 123 by way of interest on the sum paid at a consideration for the redemption of the land tax was "rent" within the meaning of section 1 of the Real Property Limitation Act, 1874, and an action to recover it was barred unless brought within the period of twelve years prescribed by section 1 in respect of actions to recover any land or rent" From this decision the plaintiff now appealed. Counsel for the appellant cited *Cousins* v. *Harris* (12 Q. B. 726) and *Grant* v. *Ellis* (9 M. & W. 113).

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., in giving judgment, said the annual payment was rent within the meaning of section 1 of the Act of 1874, for by section 1 of the Act of 1833, which must be read together with the Act of 1874, "rent" is defined as extending to all heriots and to all services and suits for which a distress may be made, and to all annuities and periodical sums of money charged on or payable out of land. Even if it was not "rent" within section 1, it would fall within section 8, which provides that no action or suit shall be brought to recover any sum of money secured by any mortgage, judgment, lien, or otherwise, charged upon or payable out of

any land or rent, at law or in equity, but within twelve years next after a present right to receive the same shall have accrued. This annual payment was clearly a charge which could be enforced in equity in the same way as any other charge upon land. Therefore the plaintiff's claim was barred.

ROMER and MATHEW, L.JJ., delivered judgments to the same effect. Appeal dismissed.—COUNSEL, *Martelli; T. R. Warrington*, K.C., and *F. T. Duke*. SOLICITORS, *T. Parsons; Bayley, Adams, Hawker, & Noble*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law]

HULTHEN *v.* STEWART & CO. No. 1. 13th March.

SHIP—DEMURRAGE—CHARTER-PARTY—CARGO TO BE DISCHARGED AS FAST AS STEAMER CAN DELIVER—ACCORDING TO THE CUSTOM OF THE PORT—DELAY CAUSED BY CONGESTED STATE OF PORT.

Appeal from the judgment of Phillimore, J., in favour of the defendants (reported in 6 Com. Cas. 65). The claim was for demurrage in respect of the plaintiff's steamship *The Anton* at the port of London, her port of discharge. The defendants were the indorsees of the bills of lading which incorporated the terms of a charter-party. The charter-party provided that *The Anton* should proceed to Keret (White Sea), and there load a cargo of deals and battens, and being so loaded should proceed therewith to London and deliver the same always afloat. By clause 3 of the charter-party "The cargo to be loaded and discharged with customary steamship dispatch, as fast as the steamer can receive and deliver during the ordinary working hours of the respective ports, but according to the custom of the respective ports, Sundays, general or local holidays (unless used), in both loading and discharging, excepted. Should the steamer be detained beyond the time stipulated as above for loading or discharging, demurrage shall be paid at £30 per day, and *pro rata* for any part thereof. The cargo to be brought to and taken from alongside the steamer at charterers' risk and expense as customary." By clause 5: "If the cargo cannot be loaded and (or) discharged by reason of a strike or lock-out of any class of workmen essential to the loading and (or) discharge of the cargo, or by reason of epidemics, the time for loading and (or) discharging shall not count during the continuance of such strike or lock-out or epidemic. . . ." *The Anton* arrived at Gravesend (which is within the port of London) on the 12th of October, and the defendants gave the master notice to discharge at the Surrey Commercial Docks. Owing to the press of work at those docks the vessel could not enter until the 18th of October, and there was some further delay before she could get a berth at a quay. The discharge occupied seven days and was completed on the 29th of October. The plaintiff alleged that the vessel could discharge in six days, and he contended that, counting from the 12th of October, when she arrived at Gravesend, she came on demurrage six days after that date. He contended that the words in the charter-party, "as fast as the steamer can deliver," meant within six days, and that the charter-party must be read as if it contained those words. The defendants gave evidence that there was no other place where the vessel could have been unloaded sooner than at the Surrey Commercial Docks, 98 per cent. of timber ships being discharged there, and they contended that in the circumstances they had discharged their obligations under the charter-party and were not liable for demurrage. Phillimore, J., held that the plaintiffs had done all they reasonably could to discharge the cargo as quickly as possible, and that they were not responsible for the delay. He accordingly gave judgment for the defendants. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that the learned judge had found that the defendants did all they reasonably could to discharge the cargo as quickly as possible. The plaintiff contended that the words in the charter-party "as fast as the steamer can deliver" were equivalent to the insertion of a fixed number of days, namely, six days, in the charter-party. In his opinion that was not the true meaning of the charter-party. The authorities were the other way. In *Hick* v. *Raymond* (41 W. R. 384; 1893, A. C. 22) it was held that where a bill of lading was silent as to the time within which the consignee was to discharge the ship's cargo his obligation was to discharge within a reasonable time under the existing circumstances, assuming that those circumstances, in so far as they involved delay, were not caused or contributed to by him. In *Postlethwaite* v. *Freeland* (28 W. R. 833, 5 App. Cas. 599), *Lyle Shipping Co.* v. *Cardiff Corporation* (49 W. R. 85; 1900, 2 Q. B. 638), and *Good* v. *Isaacs* (40 W. R. 629; 1892, 2 Q. B. 555) the words were somewhat similar, and it was held that the charterers, having done all they reasonably could in the circumstances to take delivery, were not liable for the delay. A clause in the same or very nearly the same terms came before Barnes, J., in *The Jaederen* (1892, P. 351), Mathew, J., in *Rodenacker* v. *May* (6 Com. Cas. 37), Kennedy, J., in *Reid* v. *Lee* (17 Times L. R. 771), and Bigham, J., in *Wallenberg* v. *Payne* (not reported), and they all took the same view of the construction of the clause. Nor did the fact that by a subsequent clause delay owing to strikes was expressly excepted alter the construction of the prior clause. It did not shew that there was no other exception to be implied in the obligation to take delivery as fast as the steamer could deliver. The judgment was therefore right.

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, *J. A. Hamilton*, K.C., and *D. C. Leck; Robson*, K.C., and *Lechnis*. SOLICITORS, *Stokes & Stokes; Trinder, Capron, & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

THE HARBURG INDIARUBBER COMB CO. AND WINTER *v.* MARTIN. No. 2. 13th March.

GUARANTEE—INDEMNITY—PROMISE TO ANSWER FOR DEBT OR DEFAULT OF ANOTHER—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4.

This was an appeal against a decision of Mathew, J. The action was brought upon a verbal promise by the defendant that he would give bills for a debt due to the plaintiff company from another company, called the Crowdus Accumulator Syndicate. The plaintiff company had recovered judgment for the debt, and were in a position to levy immediate execution upon the goods of the syndicate. The defendant was a director of, and a large shareholder in, the syndicate. The plaintiff Winter was the agent in this country of the plaintiff company, which was a foreign company. On the faith of this promise or guarantee by the defendant, the plaintiff Winter instructed his solicitor not to proceed with the execution. The defence to the action was that the guarantee was a contract or promise "to answer for the debt of another" within the meaning of section 4 of the Statute of Frauds, and, therefore, the action could not be maintained, because the promise was not in writing. It was contended on behalf of the plaintiffs that the promise was not a guarantee for the debt of the syndicate, but an original contract of indemnity, and, moreover, that the plaintiff, as a large shareholder in the syndicate, had a strong interest in preserving their property from being taken in execution, and that his main object in giving the promise was to secure his own interest, not to guarantee the payment of the debt of the syndicate, the latter being merely incidental to the main object. Mathew, J., gave judgment for the plaintiffs, holding that section 4 did not apply. He was of opinion that the object of the arrangement was to protect the goods, not to pay the debt, and, moreover, the promise was given for the purpose of obtaining a direct personal advantage for the defendant, who had invested £5,000 in the syndicate. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I am sorry to say I cannot agree with the conclusion which Mathew, J., has arrived at. I think the contract is plainly a contract by the defendant to make himself answerable for the debt of the Crowdus Co. Attention has been called to a number of cases in which the court has treated various transactions as being outside section 4 of the Statute of Frauds. Some of these cases were what I may call property cases—that is, cases in which the party making the promise either had property which he wished to relieve from a liability or wished to acquire new property. It cannot be suggested that the present case comes within those cases which I call property cases. Then our attention was called to what I may call the *del credere* class of case, beginning with *Couturier* v. *Hastie* (8 Ex. 40), and coming down to *Sutton* v. *Gray* (42 W. R. 195; 1894, 1 Q. B. 285). Now in both these classes of cases I want to say that the form of the promise given by the promisor has never been held to be conclusive of the matter. Then as to the cases which were referred to as indemnity cases. In one sense all guarantees are contracts of indemnity. But in *Guild* v. *Conrad* (42 W. R. 642; 1894, 2 Q. B. 885) the distinction between guarantees which are within section 4, and original contracts of indemnity which are not is stated thus: "There is a plain distinction between a promise to pay the creditor if the principal debtor makes a default in payment, and a promise to keep a person who has entered, or is about to enter, into a contract of liability, indemnified against that liability independently of the question whether a third person makes default or not." In my opinion in the present case there was a guarantee by the defendant to pay a debt for which the Crowdus Co. was primarily liable, and not a new and original promise to keep the plaintiffs indemnified. It is a contract of guarantee, not of indemnity. There is another class of cases in which it has been held that section 4 does not apply, because there is a larger contract of which the promise to pay the debt of another is a mere incident. In the present case the evidence shews that the defendant's objects in giving the promise was to obtain the forbearance of the plaintiffs. That is the whole contract; there is nothing outside it. It is impossible to say that the fact that the defendant has a large interest in the Crowdus Co., and that this is probably his motive in buying the forbearance of the plaintiffs, makes any difference in the object of the contract. Whatever his motive, the object is to obtain the forbearance. There is no larger contract to which the obligation to pay the debt of another is merely incidental. In my opinion the case falls within section 4 of the Statute of Frauds, and the appeal should be allowed.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *English Harrison*, K.C., and *Colam; Russell*, K.C., and *Wills*. SOLICITORS, *West, King, Adams, & Co.; Sharpe, Parker, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

***Re* WRIGHT, CROSSLEY, & CO.** No. 2. 5th March.

PRACTICE—COSTS—TAXATION—ORDER OF PAYMENT OF COSTS—EXCEPTED ISSUES—AFFIDAVIT DEALING WITH BOTH GENERAL AND EXCEPTED ISSUES.

This was an appeal from Byrne, J. In this case the Royal Baking Powder Co. of New York had successfully appealed to Byrne, J., against the decision of the Registrar of Trade-marks granting an application by Wright, Crossley, & Co. for registration of a trade-mark. Byrne, J., allowed the appellants their costs except so far as they had been increased by certain issues. Upon taxation of the appellants' costs the taxing-master disallowed the costs of a witness named Smith who had filed an affidavit upon which he had been cross-examined. The appellants objected to (among other things) the disallowance of these costs on the ground that the affidavit did not relate solely to the excepted items. In his answer to objections the taxing-master, after stating that the main controversy was as to how much evidence was attributable to the different issues, said: "I do not think that the disallowance to one of the parties of the evidence of any particular witness can be usefully considered without at the same time having regard to what evidence is allowed to that party and to the taxation as a whole.

I found it necessary to keep constantly in mind the whole scope of the evidence and the real necessities of the applicants—*i.e.*, the appellants—and of the respondents in their respective cases. I was in fact dealing concurrently with two taxations. For instance, I disallow to the applicants the costs of a witness whose evidence looked at alone might go to more than the issues upon which the applicants failed, but then I have already allowed other witnesses to the applicants whose evidence in my judgment was sufficient for the applicants' case—that is, the case on which they succeeded, and if the only issues had been those on which the applicants succeed I should under ord. 65, r. 27, reg. 29, have disallowed on any party and party taxation the evidence now disallowed to the applicants on the ground that it was not really necessary for their case, and so comes within the rule," and he overruled the objections. The Royal Baking Powder Co. took out a summons to review taxation. Byrne, J., approved the decision of the taxing-master upon the ground that the evidence in question was unnecessary in any view of the case. The Royal Baking Powder Co. appealed.

VAUGHAN WILLIAMS, L.J.—I think this appeal must fail. Under the circumstances of this case it seems to me clear that the decision of the taxing-master was right. I wish to say, however, that I do not assent to that part of the answer of the master in which he suggests a sort of set-off of this kind. "If I am wrong I have done the same thing for both sides, and what is sauce for the goose is sauce for the gander." I do not think the taxing-master had any right to say that. I wish to say one word with regard to *Brown* v. *Houston* (1901, 2 K. B. 855). That case has no application to the present case because that was merely a common law action, and the judgment in no way separated the issues as the learned judge has separated them in the present case. Speaking for myself, I think, and I thought in that case, that the common law rule as to evidence in cases where the successful litigant has called a witness who gives hardly any evidence on the point on which he succeeds, but gives evidence on a point on which he fails, works injustice, but it is an injustice which can be corrected by the judge at the trial making a special order dealing with the costs of the issues and the evidence of witnesses.

STIRLING, L.J., I agree. With regard to *Brown* v. *Houston* even if there had been no direction in the present order, I should be sorry to say that the rule which was found applicable to common law actions where a witness was examined *viva voce* is to be applied to an affidavit the cost of which is allowed at so much a folio.

COZENS-HARDY, L.J., concurred.—COUNSEL, *Dickinson; Neville*, K.C., and *Sebastian*. SOLICITORS, *Janson, Cobb, Pearson, & Co.; Field, Roscoe, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.

High Court—Chancery Division.

Re **SMITH. SMITH** *v.* **THOMPSON.** Kekewich, J. 13th and 14th March.

TRUSTEE—FRAUD BY TRUSTEES' SOLICITOR'S CLERK—LOSS OF TRUST MONEY—LIABILITY—JUDICIAL TRUSTEES ACT, 1896 (59 & 60 VICT. c. 35), s. 3.

This was a summons by Dorothy Partridge, one of the beneficiaries under the will of Thomas Smith, deceased, for an order that the defendant, Lucy Mary Thompson, be directed to reimburse the estate of the said testator the sum of £129 wrongfully paid away by her. The defendant, Lucy Mary Thompson, was the widow and administratrix of the Rev. B. T. Thompson, who was the last surviving trustee of the will of the testator T. Smith. In the management of the trust Mr. Thompson had been in the habit of leaving the cheque and pass-books relating to the trust estate with the solicitors who acted for him in the matter. When any payment was necessary the solicitors were in the habit of drawing a cheque for the amount and sending it to Mr. Thompson, who signed and returned it to them, and they passed it on to the person in whose favour it was drawn. After his death Mrs. Thompson acted as trustee and followed the same practice with regard to cheques as her husband. On the 4th of February, 1892, Mrs. Thompson received a telegram which purported to come from her solicitors, saying that they were sending a clerk down to her that evening with documents for her signature. On the evening of the same day one Carling, whom she knew as a clerk in the employ of her solicitors, came to her and produced a letter purporting to be signed by her solicitors, instructing her to sign three cheques which Carling produced, and to initial the alteration from "order" to "bearer" therein. Carling then produced the cheque-book which was used for the trust account—four cheques in it were already filled in—and explained that the alteration was necessary as the cheques must be cashed the first thing in the morning to pay certain fees. Believing this, Mrs. Thompson signed and initialled the cheques. As a matter of fact the telegram and the letter had both been forged by Carling, who had not been sent down by Mrs. Thompson's solicitors. Carling, having obtained Mrs. Thompson's signature by these means to the cheques, cashed them, and absconded with the money. The plaintiff now sought to make her liable to repay this money or that it might be deducted from certain taxed costs due to her in the administration of the trust. The defendant, Mrs. Thompson, submitted that she had acted honestly and reasonably and ought to be excused from bearing personally the loss which had occurred.

KEKEWICH, J., said that this was one of those painful cases with which the court was from time to time confronted where the question was who was to bear the loss occasioned by the fraud of some third person, the parties to the litigation being more or less innocent. In this case the parties were completely innocent as far as moral blame was concerned. It might be that the defendant did not take all the precautions which a very careful or a very astute person would have taken; it might be that her solicitors did not look after the clerk, whom they trusted, as closely as they should have done. But beyond that no possible blame could attach to anyone, as of course those suing were perfectly free from blame. This lady said that she succeeded to the office of trustee through the death of her husband, and that she merely followed the practice which her husband had followed until his death. That was no defence. She was bound to act prudently and reasonably as a trustee. She said, further, that the plaintiff knew of this practice. But that could not go as far as acquiescence. He could not conceive that the plaintiff had acquiesced in anything so as to bind herself. Taking the facts as they stood, it appeared in the first place that the defendant lived at some distance from London. That was a fact not to be forgotten, because a trustee was not bound to travel up to London every time a cheque had to be signed. On the contrary, a trustee who made frequent journeys to London would no doubt be found fault with unless the business was sufficiently urgent. Therefore this lady had to do a certain amount of the trust business through an agent at a distance, and there was no reason why she should not employ her solicitor as such agent just as much as anybody else. The course of procedure was this. The solicitors that the defendant employed in the matter ascertained what sums were to be paid, and they, having been intrusted with a cheque-book, drew the cheques and then sent them to this lady for signature. It was said that she ought not to have allowed the solicitors to keep the cheque-book, and he was not sure that it would not have been better for her to keep the cheque-book herself. Still, the cheques could only be made use of by forgery, and he could not say that this practice was unreasonable. These cheques were always signed to order. The lady signed the cheques, and the solicitors sent on the cheques to the persons entitled. That seemed to him to be a most convenient course if all the work was not to be done by the trustee herself. How, then, did the loss occur? On a certain occasion she received a telegram from the solicitors' office, the telegram being in fact sent by a clerk of the solicitors without any authority, informing her that the solicitors were sending down a clerk with cheques for her to sign. The clerk committed a fraud upon his employers as well as upon this lady. As to one cheque no question arose. Of the three others two were drawn to taxation of fees or bearer. The word "order" had been scratched out, and the cheques therefore required to be initialled by the lady before they could be safely negotiated. The third was to the order of Mr. Gilbert, the accountant who was engaged on the business of the trust. The clerk produced a letter apparently from the firm, which was not a letter from the firm; but this lady might well suppose that it was, as he was no stranger to her. In fact she was thoroughly imposed upon. At the clerk's instance and misled by this letter she signed these three cheques. With regard to the cheques for taxation fees, the clerk explained that the fees had to be paid and that it was necessary that the cheques should be cashed the next morning, and that, therefore, they could not be drawn to order. That was a plausible story invented by the solicitors' clerk and intended to deceive this lady. In the circumstances of the case his lordship did not think that there was anything unreasonable in this lady signing and initialling these cheques. The other cheque was drawn to the order of the accountant, the clerk in that case having no excuse to offer if it was drawn to bearer. No fees were in fact due to the accountant, but it was a small sum which might have to be paid to him, and she listened to the story of the clerk. Why should she make good this loss because her solicitors' clerk had defrauded the trust? He did not propose to go into the authorities, because however the case was looked at he could not come to the conclusion that this lady acted otherwise than reasonably. The summons would be dismissed.—COUNSEL, *G. Burvill Rashleigh; C. Gurdon; Jason Smith*. SOLICITORS, *Greenfield & Cracknell; Webster & Webster*.

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

Re **THE LONDON AND NORTHERN BANK (LIM.). HADDOCK'S CASE. HOYLE'S CASE.** Byrne, J. 27th Feb. and 6th March.

COMPANY—WINDING UP—PRIVATE EXAMINATION—SOLICITOR—TERMS UPON WHICH A SOLICITOR MAY APPEAR FOR A WITNESS—PRIVILEGE—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 115.

The bank was in voluntary liquidation and an action by the bank against Sir George Newnes (Limited) for libel was pending. The liquidator learnt that subsequently to the commencement of the action in question certain documents belonging to the bank had been wrongfully handed to Mr. Hoyle, the solicitor acting for Sir George Newnes (Limited), by a servant or servants of the bank. The liquidator obtained an order for the private examination under section 115 of the Companies Act, 1862, of, *inter alios*, Mr. Haddock, for some time secretary of the bank, and Mr. Hoyle. At his examination Mr. Hoyle appeared for Mr. Haddock, and, being himself a witness, withdrew during Mr. Haddock's examination, but left his managing clerk (who was an admitted solicitor) in the room. Counsel for the liquidator objected to this managing clerk's presence, and the registrar ruled that he might only remain on giving an undertaking to treat the whole matter as private, to use the information obtained from the witness's answers for purposes of re-examination only, and to communicate such information to no other person or persons whatsoever except his counsel. Haddock's counsel objected, and the matter was adjourned to the judge. Hoyle, in the course of his examination, was asked, "From whom did you receive these documents?" Hoyle claimed privilege and refused to answer this question. The registrar ruled that he was not bound to answer. Counsel for the liquidator moved to discharge this ruling.

BYRNE, J., held that the registrar was entitled to ask for the undertaking he had asked for in Haddock's case, and upheld his ruling in Hoyle's case.—COUNSEL, *Tindal Atkinson*, K.C., and *Stewart Smith; Muir Mackenzie* and *Montague Lush*. SOLICITORS, *Holder, Roberts, Walton, & Thomas*, for *Simpson & Simpson*, Leeds; *G. H. Hoyle*.

[Reported by L. W. BYRNE, Esq., Barrister-at-Law.]

Re **ROBERTS. ROBERTS** *v.* **PARRY.** Byrne, J. 15th March.

WILL—LEGACY—DEBT OF EQUAL AMOUNT TO LEGACY—PROMISSORY NOTE—INTEREST—SATISFACTION.

This was an administration action commenced by originating summons in 1895 for the administration of the testator's real and personal estate. It now came before the court on a summons for the payment of certain legacies. The question was whether the legacies were given in satisfaction for certain debts due by the testator to the legatees. The particular legacy considered was one to Humphrey Pritchard. The facts were as follow: Testator by his will gave all his property to Elizabeth Pritchard, and appointed her executrix. The will then continued as follows: "And I direct that she"—*i.e.*, the executrix—"is to pay the following sums to Humphrey Pritchard (Penfras), £50; to Hugh Pritchard (brother of Elizabeth Pritchard), £200; to Robert Pritchard, her brother, £100; to Humphrey Pritchard, her brother, £80; and I direct that Elizabeth Pritchard is to have four years to pay the above money." Evidence was filed to shew that these sums were left by the testator in satisfaction of certain debts due from him, which debts, with two exceptions, had been paid in his lifetime. The debts were secured by a promissory note.

BYRNE, J., held that in this case there was no satisfaction, for the following reasons: (1) The legacies given under the will could not be sued for until four years after the testator's death; (2) the debts were secured by negotiable instruments; (3) the legacies and the debts were not of the same amount, as there was no interest payable on the legacies for four years.—COUNSEL, *Brydges; W. Ll. Williams; Cerrie.* SOLICITORS, *Lloyd-George, Roberts, & Co.; Harvey Clifton*, for *Lloyd-George & George*, Criccieth; *Huntley & Co.*

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

McCHEANE *v.* **GYLES.** Buckley, J. 12th March.

PRACTICE—PARTIES—ADDING ANOTHER DEFENDANT—R. S. C. XVI. 11.

This was an application in the above action by the defendant for an order that another person should be added as defendant, and that the action should be stayed till after the appearance of this defendant. The action was brought by the sole beneficiary under a settlement against the surviving trustee, charging him with a breach of trust in having advanced the trust fund upon an insufficient and improper security, and claiming payment by him of the sum advanced, which was alleged to have been lost. The defendant was one of two trustees who made the advance. His co-trustee, John Cronyn, had died, and his widow, Mrs. Cronyn, was his executrix. She resided in Ireland. The defendant had applied to the court for leave to serve her with a third-party notice, claiming contribution from her as the legal personal representative of Cronyn. This was refused by the Court of Appeal (see 46 SOLICITORS' JOURNAL, p. 175; 1902, 1 Ch. 287), upon the ground that a third-party notice must be treated upon the same principle as a writ of summons, and as the case could not be brought within ord. 11, r. 1, leave could not be given. Thereupon the defendant made the present application that Mrs. Cronyn might be added as a defendant. The plaintiff opposed the application.

BUCKLEY, J.—If I could have seen any way to granting this application I should have been glad to have done so, as the order would have enabled the question as to contribution between the defendant Gyles and the legal personal representative of the deceased trustee to have been decided in the action. If Mrs. Cronyn is not made a defendant the judgment in this action will not bind her, and the matter may have to be gone into again in another action. But I regret to say that, as against the plaintiff, I think I cannot make the order. There is, no doubt, a class of cases where another party may be added as defendant upon the application of the defendant, of which *Wilson* v. *Church* (26 W. R. 735, 9 Ch. D. 552) and *Dix* v. *Great Western Railway* (34 W. R 712) are examples. But in those cases the court could not adjudicate effectually and completely upon the questions involved in the cause without the persons sought to be added as defendants being made parties to the action, and the applications therefore came within ord. 16, r. 11. The case of *Montgomery* v. *Foy, Morgan, & Co.* (43 W. R. 691; 1895, 2 Q. B. 321) was a peculiar one, and is no authority for the proposition that if a plaintiff elects to sue one of two persons jointly and severally liable to him, the person sued can bring in the other person as a defendant so as to claim contribution from him. Directly the language of ord. 16, r. 11, is looked at it is seen that if the person sought to be joined as a defendant is not necessary for the decision of the case he cannot be added. The question in this action is, was the defendant Gyles guilty of a breach of trust? I can adjudicate upon this question effectually and completely without the presence of Mrs. Cronyn as a party. There is another ground why this application should be refused. The writ was issued the 25th of March, 1901, the statement of claim delivered the 3rd of May, 1901, and the defence was delivered in August. The plaintiff may set down the cause for trial next week, and I do not think that I ought to delay the trial of the action because it would be convenient for the defendant to set up a right of contribution against Mrs. Cronyn. I dismiss the summons.—COUNSEL, *Austen-Cartmell; Douglas.* SOLICITORS, *Bircham & Co.; Atkinson & Dresser.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

Re **J. H. WATKINS (PRESUMED DECEASED).** Jeune, P. 17th March.

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion on behalf of Mrs. Seraphina Watkins and Mr. Francis Adie, who were the executrix and executor of the will and codicil of Mr. Watkins, for leave to swear his death under the following circumstances, the will being dated the 20th of March, 1889, and the codicil December, 1899: In January, 1900, Mr. Watkins was staying at Hastings for the benefit of his health, he having for some time past been suffering from insomnia. On the 30th of January he was on the promenade at Hastings and there parted from his wife and did not return home to her nor had he from that time onwards been heard of. Printed handbills had been circulated, giving a full description of him, and a reward offered for information concerning him, but all without result. On the 20th of February, however, a watch was discovered on the seashore at Rye, which had been identified as the one which Mr. Watkins had been wearing, and also certain wearing apparel which had apparently been washed up by the tide. The value of Mr. Watkins's estate was about £1,100, and there was also a policy of insurance.

JEUNE, P., gave leave to swear the death of Mr. Watkins as having occurred on or since the 30th of January, 1900.—COUNSEL, *Middleton.* SOLICITORS, *Miller, Smith, & Bell*, for *Hall, Pratt, & Pritchard.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

WOOLNOTH *v.* **WOOLNOTH.** Jeune, P. 17th March.

DIVORCE—GUARDIANSHIP AND CUSTODY OF INFANTS ACT, 1886 (49 & 50 VICT. c. 27).

This was a petition by Mary Snowden Woolnoth, *née* Howden, for a decree of judicial separation from Charles Hall Woolnoth on the ground of his adultery and desertion. There had been five children of the marriage. The case was undefended, and the petitioner prayed, *inter alia*, for a declaration that the respondent was a person unfit to have the custody of the children of the marriage. Section 7 of the Guardianship and Custody of Infants Act, 1886, enacts that "in any case where a decree for judicial separation or a decree either *nisi* or absolute for divorce shall be pronounced, the court pronouncing such decree may thereby declare the parent by reason of whose conduct such decree is made to be a person unfit to have the custody of the children (if any) of the marriage; and in such a case the parent so declared to be unfit shall not, upon the death of the other parent, be entitled as of right to the custody or guardianship of such children." Evidence was given as to the desertion of the respondent, and in order to shew that the respondent was "unfit" within the meaning of the Act, evidence of his adultery also was given. Counsel cited *Skinner* v. *Skinner* (13 P. D. 90), in which such an order as was now prayed for was made. There being no opposition in that case or in this, counsel contended that to obtain such an order it was not incumbent on the petitioner to shew a case of great aggravation; for a decree of judicial separation could be granted for adultery alone, or cruelty alone, or even desertion alone. But even if it was necessary to shew a really serious and grave case against the respondent, what more would the court require than the fact that the respondent had never contributed to the maintenance of his children? The court ought not to shrink from making the declaration prayed for, for the order was no absolute bar to the respondent hereafter, because although the wife might appoint a testamentary guardian the Chancery Division could alter the order of this court on the death of the wife; but for all that the order was of great value because by it the onus of proving that the respondent was a fit person would be shifted.

JEUNE, P., in giving judgment, said that, subject to strict proof of the marriage, which was Scotch, being given, a decree of judicial separation would be pronounced with costs against the respondent. But as to the declaration asked for, it was, so far as he was aware, a new case, for the circumstances of *Skinner* v. *Skinner* (13 P. D. 90) could not be said to be the same as here. In his view the facts proved in that case were of an abominable character, but they could not be said to be so here. Adultery, desertion, and cruelty were the common incidents of cases where a judicial separation was prayed for, and there was nothing in them that ought to prevent a respondent from having the custody of his children hereafter. The court was loth to inflict such a stigma on a husband as to say that he was unfit for all time to have the custody of his children, for it would seem to be a prejudging of his future conduct. The declaration, therefore, would not be made, but the petitioner would have the custody of the children while she lived.—COUNSEL, *Newson.* SOLICITORS, *Curwen & Carter.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

THE KING *v.* **DOLBY.** *Ex parte* **NORTHFIELD AND OTHERS.** Div. Court. 14th March.

LOCAL GOVERNMENT—DISTRICT COUNCIL—CERTIORARI—COST OF REPAINTING PRIVATE OMNIBUS—ITEM DISALLOWED BY AUDITOR AND SURCHARGED ON MEMBERS OF THE BOARD.

In this case the question was whether a writ of *certiorari* should issue to bring up a disallowance made by the auditor under the following circumstances. In 1890 the East Ham District Council purchased an omnibus to enable their members the more easily to superintend their officials and employees engaged in carrying out work the council had authorized to be done, and although "objection" was taken to the purchase of the omnibus at the time, the Local Government Board sanctioned the expenditure. Last year, however, the council had had the omnibus repainted and the arms of the board emblazoned on the panels at a cost of £13 odd. This item the auditor disallowed, and surcharged the members of the council with the costs thus incurred. On their behalf it was contended that the district was a very large one, and that as members were entitled to be reimbursed "extraordinary" expenses, the cost of keeping up the omnibus was justifiable. An omnibus, moreover, was the only means of obtaining

cheap conveyance, as there was no such thing as a cab rank in the whole district, and cabs had to be secured by telegram or special messenger. The council had purchased bicycles for some of their employees to enable them to do their work more quickly, and no exception was taken to that, and on the same principle this was a reasonable expenditure, and should have been allowed by the auditor.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) held that the expenditure being incurred to enable the members of the council to perform their ordinary as distinguished from any extraordinary duties, the expenditure was not lawful. They therefore refused to grant a *certiorari*.—COUNSEL, *Macmorran*, K.C., and *Lewis Thomas*; *S. G. Lushington*. SOLICITORS, *Wilson & Co.*; *Landon & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

THE KING *v.* **THE JUSTICES OF TAMWORTH.** *Ex parte* **CLARKE AND OTHERS.** Div. Court. 14th March.

LICENSING ACTS—CERTIORARI—CONFIRMING AUTHORITY, ORDER OF—JUSTICES—BIAS, LIKELIHOOD OF—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), ss. 38, 60.

In this case a rule for a *certiorari* had been obtained to bring up an order of the justices confirming the removal of a licence, that it might be quashed on the ground of bias on the part of some of the justices and pecuniary interest on the part of one. It was proposed to remove the Rose and Crown Inn, Tamworth, to a site at the corner of Church-street. It was submitted that as some of the justices were members of borough council, and had as such approved plans for the new building, by which a certain amount of land given by the brewers was to be thrown into a new street, they were biassed, and one of these gentlemen was also disqualified by the fact that he held shares in Allsopps (Limited). It was also said that they were biassed because the brewers—Messrs. James Eadie (Limited), of Burton-on-Trent—had offered, if a licence was granted to the new house, to give the site of the old Rose and Crown to the corporation to be used for street widening and also six cottages adjoining the old inn; and further, the brewers offered to relinquish the licence of another house in Tamworth.

THE COURT discharged the rule.

Lord ALVERSTONE, C.J., said the rule was moved upon affidavits which stated the possible bias of certain justices who were members of the corporation of Tamworth, and also on the ground that one of the justices had an interest which prohibited him from sitting under section 60 of the Act of 1872. The test was whether under the circumstances there was a real likelihood that there would have been bias on the part of the justices alleged to have been biassed. Here the brewers had offered or expressed the intention of giving to the town the site of the old inn, and were willing also to give up another existing licence. The magistrates would be justified in considering both these offers when dealing with the transfer of the licence. The third point raised was that when the new premises were licensed and fitted up the street would be widened, but it seemed clear on the evidence that the widening of the street had been determined upon by the Streets Committee, and did not depend on any offer of the brewers. Before the confirming tribunal, where the objection was taken to the magistrates who were sitting, the offer appeared to have been withdrawn. The question was, therefore, whether the magistrates here would be likely to be biassed because of the hope and expectation that the brewers would carry out their original intention, though they had withdrawn it. It seemed to him, applying strictly the rule laid down in *Reg.* v. *Justices of Sunderland* (1901, 2 K. B. 357), that the evidence here was insufficient. The magistrates also had filed affidavits stating that they had considered the matter independently, that they were not influenced, that they thought it good for the town to have better premises, and that also the number of licences was being reduced. There remained a further point which was not without difficulty. The fourth magistrate had, it was said, shares in Allsopps (Limited), but on the whole he thought it would be wrong to put such a limited construction on sections 60 and 38 of the Act of 1872 and their provisos as to hold that the licence was bad because this magistrate had adjudicated on the licence. If any person was to sit on a licensing committee—for example, a brewer—and the case made was that he was biassed in fact, or was likely to be biassed, different considerations would arise. The rule would be discharged, but no order would be made as to costs, as, assuming the court had power to make an order, which was doubtful, in his opinion, this was not a case for costs.

DARLING and CHANNELL, JJ., concurred. Rule discharged accordingly.—COUNSEL, *Gerrard Laing*, and *George Elliott*; *Hextall*. SOLICITORS, *Andrew, Wood, Purves, & Co.*, for *J. H. Dewes*, Tamworth; *Braikenridge & Edwards*, for *Nevill, Atkins, & Mathews*, Tamworth.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

THE KING *v.* **FRENCH AND OTHERS, JUSTICES.** *Ex parte* **ROBERTS.** **THE SAME** *v.* **THE SAME.** *Ex parte* **SIMMONDS.** Div. Court. 13th and 17th March.

JUSTICES—JURISDICTION—SUMMARY CONVICTION ON CHARGE OF ASSAULT—RIGHT OF COMMON—QUESTION AS TO TITLE TO LAND—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. c. 100), s. 46

In these two cases rules *nisi* were obtained directed to the justices of Suffolk for writs of *certiorari* to quash a conviction of a Mr. W. M. Roberts and his servant Simmonds for an assault on a Mr. J. G. Freeman. The question raised was whether the jurisdiction of the magistrates was ousted by reason of the fact that a claim of right was set up by the defendant Roberts, and that the assault was committed in the course of an attempt to establish that claim of right. From the affidavit on which the rules were obtained it appeared that Roberts and Freeman both enjoyed common rights in relation to Aspall Green, in Suffolk, and that when Freeman was leading a horse and cart across the green Roberts struck him across the back with a hunting-whip. Subsequently Roberts's servant Simmonds committed another assault on Freeman. The latter summoned Roberts and Simmonds for assault, and in their defence a claim of right was set up to prevent Freeman from spoiling the pasture by taking a horse and cart across it. The magistrates found that there was no *bonâ fide* claim of right, and convicted Roberts and Simmonds. The rules *nisi* were obtained on the ground that the magistrates' jurisdiction was ousted by there being a claim of right. It was contended in support of the rules that the justices' jurisdiction was ousted by the Offences Against the Person Act, 1861 (24 & 25 Vict. c. 100), which provides by section 46 that "nothing herein contained shall authorize any justices to hear and determine any case of assault or battery in which any question shall arise as to the title to any lands, tenements, or hereditaments, or any interest therein or accruing therefrom." The following cases were cited in support of that contention: *Queen* v. *Pearson* (L. R. 5 Q. B. 237, 18 W. R. Dig. 58), *Hall* v. *Harding* (4 Burr. 2426), *Davies* v. *Williams* (16 Q. B. 546), *Perry* v. *Fitzhowe* (8 Q. B. 757), and *Jones* v. *Jones* (1 H. & C. 1, 11 W. R. Dig. 156).

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) reserved judgment.

Lord ALVERSTONE, C.J., in the course of his judgment, said the question raised was whether there was any jurisdiction in the magistrates to entertain the matter on the ground that it came within the proviso of section 46 of the Act of 1861. The complainant and Roberts both had rights of common over a certain piece of land, and it appeared that for some days before the assault complained of Freeman had been carting goods across the grass in a way which Roberts objected to. It did not appear that Roberts had given him any notice of his objection, or raised any question as to what he was doing until the day the assault occurred. The magistrates convicted both the defendants, and came to the conclusion that the objection raised under the proviso to section 46 of the Act of 1861 was a frivolous one. That section prohibited the magistrates from adjudicating on any assault and battery in which any question arose "as to the title to any lands, tenements, or hereditaments, or any interest therein or accruing therefrom." In the present case it was argued that because the question as to the right of common was connected with the assault the justices had no jurisdiction. He, the learned judge, was of opinion that the magistrates were quite right, and that the point was not a good one, and that the section could not be construed by holding that any question of an interest in land, whenever and however raised, was sufficient to oust their jurisdiction. The magistrates' jurisdiction was ousted when a question as to the title to any land or any interest therein arose in the course of the proceedings, and it did not make such a question arise in the proceedings because one of the defendants said he owned land or possessed land on which the assault took place. In this case no question of title to lands arose at all, nor any question of any title to any interest in lands. Both parties were admitted to be commoners and to have rights on the land. No question of the right of one person or another arose in the present proceedings. It was a question of their both being where they had a right to be, and an assault taking place; and the magistrates came to a right conclusion when they considered that the defence raised by the defendant that there was a claim of right was a frivolous one. No question of title arose, and both the appeals ought to be dismissed.

DARLING, J., agreed.

CHANNELL, J., in the course of his judgment said, that their judgment proceeded on the reading of the statute so as to make the word title in section 46 govern both the words "to lands" and also "any interest therein or accruing therefrom." There was no question as to the title to any interest in any land or any interest accruing from the land in this case. Rules discharged.—COUNSEL, *Walter Stewart*; *Avory*, K.C., and *W. Rowley Elliston*. SOLICITORS, *Morris & Bristow*, for *Lawton, Warnes, & Sons*, Eye; *Guscotte & Fowler*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

THE BRITISH WORKMAN'S AND GENERAL ASSURANCE CO. (LIM.) (Appellants) *v.* **CUNLIFFE** (Respondent). Div. Court. 12th March.

LIFE INSURANCE—ILLEGAL POLICY—WANT OF INSURABLE INTEREST—MISREPRESENTATION OF LAW—RECOVERY OF PREMIUMS—14 GEO. 3, c. 48, s. 1.

Case stated by justices in and for the county of Lancaster. At the Leigh Petty Sessions on the 24th of October, 1901, a claim was preferred by the respondent against the appellants, claiming the return of the sum of £5 10s., being the amount of certain premiums paid by him to them in respect of a policy dated the 22nd of May, 1899, issued by the appellants to the respondent on the life of Peter Hampson, the respondent's brother-in-law. The following facts appeared in the case as found by the justices: The respondent was a collier, and the appellants, an insurance company, carried on business in Birmingham and elsewhere. The policy in respect of which the action was brought was effected on the life of a person in whose life the respondent had no insurable interest. The policy was effected through the agency of one Thomas Bibby, who was formerly in the employ of the appellants. Bibby knew at the time that the respondent had no insurable interest in the life of the assured, and before the policy was effected he informed the respondent that the policy would be all right and that the money would be paid on the death of the assured. The justices were of opinion that the respondent effected the assurance relying upon the statement made to him by Bibby that the policy would be "all right." The respondent paid weekly instalments of one shilling amounting to the sum claimed. The respondent having been informed that the policy was bad, inasmuch as he had no insurable interest in the life of the assured, gave notice to the appellants claiming the return of the premiums paid. The appellants based their

defence on 8 & 9 Vict. c. 109, s. 18, which provided that no suit should be brought to recover money deposited to abide the event of a wager, and on *Howard* v. *Refuge Friendly Society* (54 L. T. 644, 34 W. R. Dig. 41). The justices found that there was no evidence that the respondent had made misrepresentations to the appellants, and on the other hand that the appellants through their agent, Bibby, had made representations which led the respondent to believe that the policy would be valid and effective in law, and they came to the conclusion that the respondent had effected the policy and paid the premiums relying on those representations, and that he was entitled to the return of such premiums. The question for the court was whether such findings were right. For the appellants it was now contended that the respondent could not recover back premiums paid on a policy on a life in which he had no insurable interest. The contract was illegal by 14 Geo. 3, c. 48, s. 1: *Worthington* v. *Curtis* (24 W. R. 228, 1 Ch. D. 419), *Howard* v. *Refuge Assurance Co.*; *Allkins* v. *Jupe* (2 C. P. D. 375, 25 W. R. Dig. 265). The representation could only amount to a representation that the policy was valid in law, and that was a representation as to law. An innocent misrepresentation of law gives no right to relief of any sort: Leake on Contracts (3rd ed.), p. 292. For the respondent it was submitted that the representation was one of both fact and law: *West London Commercial Bank* v. *Kitson* (32 W. R. 757, 13 Q. B. D. 360), and *Rashdall* v. *Ford* (14 W. R. 950, L. R. 2 Eq. 750). This was the misleading of an ignorant man. The contract was illegal, but the respondent could recover the premiums, as the contract was executory.

The Court (Lord Alverstone, C.J., and Darling and Channell, L.JJ.) dismissed the appeal.

Lord Alverstone, C.J., in giving judgment, said that this case was near the line, and it was important to keep in view the distinction between actions of fraud (and actions founded on mutual mistake) and claims in equity to have a contract rescinded on the ground that it had been entered into in consequence of an innocent misrepresentation. This was a case in which the one party was entitled to rely on the statement made by the other. The magistrates had found that the representation led the respondent to believe that the policy would be valid and effective in law, and there was evidence on which they could come to that conclusion, for the agent said that the policy would be all right. There was no suggestion of fraud on either side. The case fell within the cases cited where a contract had been entered into through an innocent misrepresentation and the persons on whose behalf it was made were not entitled to retain the money. The rule that money paid under a mistake of fact could be recovered, yet money paid under a mistake of law could not, only applied to ignorance of a general rule of law; and when it was clear that the mistake was occasioned by a misrepresentation by one party to the other, and it was proved that one party was ignorant of the law and the party who made the misrepresentation was not, and that the circumstances were such that the one party would rely on the knowledge of the other, then, if a party paid money over, it could not be retained by the party who had made the misrepresentation.

Darling and Channell, JJ., delivered judgment to the same effect. Appeal dismissed with costs. Leave to appeal.—Counsel, *Banks*, K.C., and *E. W. Cave*; *L. Sanderson*. Solicitors, *Wakeford, May, & Woulfe*, for *H. W. Smallwood*, Birmingham; *T. D. Jones*, for *T. R. Dootson*, Leigh, Lancashire.

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **DAY.** *Ex parte* **HAMMOND.** Wright and Phillimore, JJ. 17th March.

Bankruptcy—Act of Bankruptcy—Deed of Assignment for the Benefit of Creditors—Notice—Delay in Presentation of Petition—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 4 (1) (a).

Appeal from the dismissal of a petition by the registrar of the county court of Norfolk holden at Great Yarmouth. On the 4th of November, 1901, a meeting of the debtor's creditors was held and a resolution passed approving a deed of assignment for the benefit of creditors executed on the 30th of October. The petitioning creditor was represented at the meeting by a solicitor who neither assented or dissented, but stated that he would consult his client, and reserved his right to take proceedings in bankruptcy. He also wrote the trustee under the deed to the same effect on the 30th of November, and the trustee in reply to that letter requested that there might be no delay in instituting proceedings if the creditor decided on bankruptcy. No reply was sent to this letter, and the petition was presented on the 27th of January, 1902. It was heard on the 14th of February and dismissed on the grounds that the delay had not been satisfactorily explained, and that the case came within the decision of *Re Carr Ex parte Jacobs* (50 W. R. 336, 85 L. T. 552).

The Court (Wright and Phillimore, JJ.) allowed the appeal, on the grounds that the creditor had expressly reserved his rights, had never acquiesced in the deed, and had not "sat on the rail" as the creditor had done in the case of *Re Carr, Ex parte Jacobs*. Appeal allowed. Receiving order made.—Counsel, *Muir Mackenzie*; *F. Low*. Solicitors, *Gribble, Oddie, & Co.*; *J. W. C. Daynes*, Norwich.

[Reported by P. M. Francke, Esq., Barrister-at-Law.]

It is stated that the trial of King's Bench special and common jury actions would be discontinued at the Royal Courts after Friday (yesterday), and that non-jury causes will be taken during the remainder of the sittings.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

Easter Vacation, 1902.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Joyce.

Mr. Justice Joyce will act as Vacation Judge from Thursday, the 27th of March, to Monday, the 7th of April, both days inclusive.

His Lordship will sit in King's Bench Judges' Chambers on Thursday, the 3rd of April. On other days within the above period, applications in urgent matters may be made to his lordship by post, or, if necessary, personally.

In the case of applications to the judge by post the brief of counsel should be sent addressed to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On application for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

LAW SOCIETIES.

THE SELDEN SOCIETY.

The annual general meeting of the Selden Society was held on Wednesday in the Council-room of Lincoln's-inn Hall. Lord Macnaghten (the president) occupied the chair. Among those present were Sir Howard Elphinstone, Bart. (vice-president), Lord Justice Stirling, and Mr. Justice Joyce.

The Chairman moved the adoption of the report, the appointment of Mr. Justice Wills as vice-president, in place of Lord Justice Stirling, whose term of office had expired, and that the following gentlemen be re-elected members of the council: Mr. Atkinson, Mr. Justice Bruce, Mr. Carter, Mr. Justice Channell, and Mr. Cyprian Williams. He said that the total number of members had increased to 294. A large number of their new subscribers were public institutions, which was extremely satisfactory. Two volumes had been published by the society since the last meeting. The first was Select Pleas of the Forest. He had read the book with great pleasure. It was extremely interesting, and they were indebted to Mr. G. J. Turner for having edited it with so much care. The other volume, which was equally interesting, was Select Pleas, Starrs, and other Records from the Rolls of the Exchequer of the Jews. They were under great obligation to Mr. J. M. Rigg, who had edited the work, and to the Jewish Historical Society of England for their help in connection with its publication. He had received a letter from the Attorney-General urging strongly the publication of the Year Books. Of course that should be done by the country, but he was afraid that the society would fail to get money from the Chancellor of the Exchequer for the purpose. The Attorney-General suggested that an application should be made to the Inns of Court for assistance. The society were producing some of the Year Books, and one volume would be published next year, under the care of Professor Maitland. He hoped that it might be possible to keep up the publication of them. Still, he doubted if it would be wise for the society to devote their energies to one class of work. He thought that many of their subscribers would prefer a scheme of a more diversified character.

Lord Lindley seconded the motion, and said that he was afraid, from the experience he had when Master of the Rolls, that the society did not stand much chance of getting any financial help from the Treasury. It was with great difficulty that he got them to extend their grant. He did not despair of help from the inns. The resolution was agreed to unanimously.

Sir Howard Elphinstone moved a vote of thanks to Lord Justice Stirling for his services as a vice-president.

Mr. Justice Joyce seconded the motion, and it was adopted.

Lord Justice Stirling, in returning thanks, said that they had now entered upon a great enterprize, and if it fell to the lot of the society to publish all the Year Books, he thought that, looking at the rate they proposed going, the youngest member present would be fortunate if he saw their completion. He proposed a vote of thanks to Professor Maitland (literary director), Mr. B. Fossett Lock (hon. secretary), Mr. Minton (hon. treasurer), and Messrs. Clark and Hall (auditors).

Mr. Cracroft seconded the proposal, which was adopted.

On the motion of Sir Frederick Pollock, seconded by Mr. Boydell Houghton, votes of thanks were given to the president and to the treasurers and benchers for the loan of the council-room.

THE SOLICITORS' LAW STATIONERY SOCIETY (LIMITED).

The thirteenth annual general meeting of the Solicitors' Law Stationery Society (Limited) was held on Thursday, the 13th inst., at the society's head offices, 22, Chancery-lane, Mr. Richard Pennington in the chair.

The report stated that the turnover had increased from £33,723 in 1900 to £36,186 in 1901, and that the profit of the year was £1,301 12s. 2d. The directors recommened a dividend at the rate of 6 per cent., the writing off of £301 14s. 7d. from the furniture account, and the placing of £300 to reserve. Mr. W. A. Sharpe joined the board in January last.

The CHAIRMAN moved, and Mr. SAM BIRCHAM seconded, the adoption of the report, which was carried.

The retiring directors, Mr. Sam Bircham and Mr. Alexander Crossman, were re-elected, and the meeting closed with a vote of thanks to the chairman.

UNITED LAW SOCIETY.

March 17.—Mr. C. H. Kirby in the chair.—Mr. C. Kains-Jackson moved: "That commercial education as at present taught at the public schools is a mischievous sham." Mr. P. B. Walmsley opposed. There also spoke: Messrs. A. H. Richardson, W. S. Clayton-Greene, and J. W. Weigall. Mr. Kains-Jackson replied, and the motion was carried by two votes.

THE INCORPORATED LAW SOCIETY ON LAND TRANSFER.

THE following is the report of the Committee on Land Transfer consisting of the Rt. Hon. Sir Henry Fowler, G.C.S.I., M.P., president; Sir A. K. Rollit, M.P., vice-president; Messrs. Acton, Addison, Attlee, Barker, Beale, Blyth, Cheston, Ellett, Godden, Gouldsmith, Gray Hill, Green, Gribble, Howlett, Humfrys, King, Margetts, Marshall, Mathews, Milne, Morrell, Pennington, Taylor, and Wightman, which was adopted by the Council on the 7th of February last.

The committee have considered the following resolution passed at the provincial meeting of the Incorporated Law Society, held at Oxford in October last, and referred to them by the Council, namely:—

"That in the opinion of this meeting there has been sufficient experience of the working of the Land Transfer Act, 1897, to justify and demand full inquiry into the operation and effect of compulsory registration of title."

They have also considered the following resolution, passed by the Council on the 10th of January, 1902, viz.:

"That the Land Transfer Committee be instructed to consider and report generally as to the position of compulsory registration, and also as to the experimental character of the Act of 1897, and as to the pending extension to the City of London."

The committee recommend the Council:

(1) *To support the Corporation of London in opposing the extension of compulsory registration to the city.*

(2) *To use all legitimate means in order to secure full public inquiry into the operation and effect of compulsory registration of title on the experience already afforded.*

The committee have arrived at these recommendations after full inquiry into the matters referred to them, and for the following reasons:

AS TO THE CITY OF LONDON.

The case as regards the City of London may be stated as follows:

When the Land Transfer Bill was before the Standing Committee on Law of the House of Commons the Attorney-General accepted an amendment making the City of London a separate county, and entitled, as such, to express its opinion, before the Act could be applied to the City of London.

The Bill passed the Commons with the amendment proposed by the corporation in the form of a sub-section.

On going back to the House of Lords the amendment was withdrawn, on a written assurance being given on the part of the Lord Chancellor—subsequently repeated verbally by him in the House of Lords—to the effect that the City of London must know that the Lord Chancellor would not be a party to any order being made under the Act affecting the city, without consulting the corporation and considering its wishes, either as to the application of the Act, or as to any arrangement of the registry there, or otherwise.

The corporation has, from time to time, taken means to ascertain the views of prominent citizens and those capable of forming an opinion as to the desirability of applying the Act to the city—including large landowners, bankers, representatives of building societies, and brewers—with the result that, up to the present moment, the general consensus of opinion is that the Act ought not to be so applied.

Acting upon the assurance given to the corporation, the Lord Chancellor has, from time to time, postponed the operation of the Act so far as the city is concerned; the last Order in Council having been made on the 10th of December, 1901, further postponing the application of the Act to the city until the 1st of March, 1902.

In the meantime inquiries have been continued by the corporation with a similar result to that before mentioned; pointing to the urgent necessity for a further postponement of the Act, to admit of a full inquiry being made as to the working of the Act outside the county of the City of London.

It will be obvious to those acquainted with the city and engaged in its varied transactions, and who are also acquainted with the nature and value of city property and the mode of dealing with the same, and the numberless transactions which take place daily with regard to it, that the Act is peculiarly unsuited to the city, which was never subject to the regulations for the registration of deeds in Middlesex.

The enormous value of property in the city has for a lengthened period characterized it as an area differing from any similar area in Europe, and care has invariably been taken, in legislative measures, to recognize this fact, and to afford proper protection to the interests of the city.

The rateable annual value of the city at the last assessment was £4,864,543, just about one-eighth of the value of the whole of the Administrative County of London.

The city enjoys exceptional privileges, appoints it own magistrates and sheriffs, controls it own police, has an enormous day population, and is recognized as the centre of the commerce of the world. Its opinion, therefore, is justly entitled to most careful consideration on all matters, more especially the present, which so deeply affects its interests.

AS TO THE EXPERIMENTAL CHARACTER OF THE ACT OF 1897.

If a system is to be tried as an experiment for a certain period, it naturally follows that at the end of the period there is an inquiry in order to ascertain whether the experiment shews satisfactory results or the reverse. But inasmuch as the Land Registry offices are being enlarged at great public cost regardless of the result of the experiment and the Attorney-General stated in the House of Commons on the 25th of March, 1901, that no case for holding an inquiry had been established, it is advisable to put on record exactly what was publicly stated as to the tentative character of the Land Transfer Act, 1897, when it was passing through Parliament; what is to be inferred from the Act itself, and what was publicly stated before any order under it had been made.

The Lord Chancellor stated in the House of Lords on the 4th of March, 1897, when moving the second reading of the Bill: "The scheme proposed by the Bill is to proceed by the most gradual steps, and to act in a limited area to begin with, and only to proceed by the light of experience and after full notice to any district likely to be affected."

The Attorney-General stated in the House of Commons on the 1st of July, 1897, when moving the second reading of the Bill in that House: "Power was taken by Order in Council to define an area or specify a county within which registration of title shall be compulsory; but power was reserved to the county council to object and possibly to put an end to the system which it was proposed to establish."

The debate on the Bill in the House of Commons on the 3rd and 4th of August, 1897, shews clearly that compulsory registration of title was to be an experiment.

The Bill received the Royal Assent on the 6th of August, 1897. Section 20 of the Act, after providing that compulsory registration might by Order in Council be put in force in one county, enacted that no further orders were to be made except at the request of a county council, and in any case that no further orders were to be made until the expiration of three years from the making of the first order.

The following extracts from the *Times* indicate what was the public impression, it being then understood that the first order was to apply to London.

On the 13th of December, 1897, the *Times* said:

"An experiment such as will satisfy friends and foes of the measure can be made only in a county where titles are intricate, and where the volume of transactions is large, and where the system can be fully tested as to despatch and convenience, and compared with the present methods of conveyancing. For thirty years there has been theoretical discussion; suppose we have two or three years of actual trial."

On the 16th of February, 1898, it said:

"It has been officially explained that even in London the Act will only be brought in gradually. If after a fair trial it is proved that it does not work satisfactorily, that it impedes freedom of transaction and tends to increase rather than to diminish legal expenses, there will be no difficulty in reverting to the present state of things."

This had reference to a letter dated the 18th of January, 1898, from the Privy Council to the London County Council inviting the latter body to consent to compulsory registration of title in the Administrative County of London. After stating that it was proposed that the order should take effect progressively, the letter continued:

"This method of carrying the order into effect will have the advantage of not throwing immediately a very heavy burden on the registry, and will also afford such an opportunity as the county council appear to desire of estimating the value of the work as it proceeds, and of watching generally the progress of the Act.

"I am to add that any representations which their experience of the Act may lead the county council to make would undoubtedly receive careful consideration."

The resolution of the county council was as follows:

"Resolved: That the Privy Council be informed that the London County Council relies on the order applying the Land Transfer Act, 1897, to London being so framed that it shall be made to take effect according to the terms of the letter from the Privy Council dated the 18th of January, 1898."

The first Order in Council was made on the 18th of July, 1898

It cannot be said that the compulsory system has not had a fair trial in the three years' experiment under the Act. The Department has been in possession of ample pecuniary means and income owing to the large revenues from the Land Charges and Searches Act, 1888, and the Middlesex Registry Acts, which have been diverted and appropriated to the service of the Department. The officials were assisted by Sir Ford North, Sir Howard Elphinstone, and others, who were associated with Mr. Brickdale, who is now registrar, in the great task of framing regulations and machinery in the hope of overcoming the difficulties inherent in the subject. Notwithstanding this array of practical talent, the rule-making body sat at work for nearly three hundred hours on the compilation of 280 rules and 67 forms, framed with a view to making the Acts workable.

For this purpose it seems to have been necessary in effect to repeal part of the Act by the rules. Finally, a large and wealthy area was selected for the experimental operation. The Act of 1897 provided that any one county might be selected. Instead of a geographical county the lot fell on the Administrative County of London, comprising districts formerly within parts of Middlesex, Essex, Kent, Surrey, and including a population of 4,536,000 people; and freehold and leasehold property in value probably much exceeding the amount of the National debt. It is not clear that Parliament contemplated such an area. It will, however, render it impossible for anyone to say that the experiment is not sufficient; and, further, in the inquiry which it is conceived Parliament must hold into the result, it will be possible to learn not only the opinions of individual bodies, but also of governing bodies of the metropolitan boroughs, as well as of the corporation of the City of London.

In point of staff, the experiment has been tried in no niggardly spirit. The following table shews the growth in the salaries and expenses in the Land Registry Office:

	£
1897-8	7,863
1898-9	11,949
1899-1900	18,830
1900-1	38,393

The committee therefore have come to the conclusion that the Act of 1897 was passed, and the first Order in Council accepted, on the assurance that compulsory registration of title was to be an experiment, and that an opportunity would be given of estimating the value of that experiment. This can be secured only by an independent inquiry into the working of the system. The question to be answered is whether the Act has resulted in benefit to landowners by increasing facilities for transfer and by reducing present or future expenses, and the committee have reason to believe that a large body of evidence would be produced shewing that the result has been disastrous.

Other Reasons for an Inquiry.

But apart from official assurances on the subject, there is a strong case for an inquiry. The system established by Lord Westbury's Act of 1862 was inquired into and condemned; the system established by Lord Cairns' Act of 1875 was inquired into and condemned. Compulsion has been applied to enforce the adoption of the latter system, in a modified form, and the time has come when its operation should also become the subject of full public inquiry.

The City of London, to which, against the wishes of the corporation and of many influential citizens, compulsory registration is proposed to be extended, as well as the county councils in all parts of England with whom further extensions rest, are entitled to be informed whether registration of title does indeed facilitate the transfer of land, and to know the facts with reference to the question of expense.

On this point it is not generally known that since compulsion was applied the official fees have been doubled.

The following table shews the rise of official fees for registration with a possessory title:—

Value of Land	1875	1889	1897
£	£ s. d.	£ s. d.	£ s. d.
100	0 2 6	0 5 0	0 6 0
500	0 12 6	0 15 0	1 10 0
1,000	1 5 0	1 10 0	3 0 0
5,000	4 5 0	4 10 0	9 0 0
10,000	6 15 0	7 0 0	14 0 0

In a report dated the 25th of May, 1893, the Council, comparing the fees of 1875 and 1889, said: "If now, when the system depends on its own advantages and convenience, the officials so largely increase fees, what are they likely to do when, owing to the system being compulsory, the public are at their mercy?"

It would be difficult for any person acquainted with the Acts of 1875 and 1897 and the rules to attempt to maintain that they constitute a scheme which is not abnormally defective in detail and doubtful in principle.

It is to be regretted that such an imperfect system should have been rendered partially compulsory; but now that the system has been in force for three years and upwards, when many shortcomings have been revealed, and the officers at the Land Registry and others have had time for a more careful survey of the statutory provisions, there is still less excuse for extending the compulsory provisions until a thorough inquiry and revision has been made.

Though the books, whether written by officers of the Land Registry or by others, relating to the Acts and Rules call attention to many grave mistakes, it may be advisable to set out here a few matters bearing on the difficulties and objections connected with the Acts and Rules.

(i.) The Act of 1875 contains 129 sections, of which many are obsolete by reason of changes in the general law, and others are repealed, or in effect repealed, by the Act of 1897 or the rules. The Act of 1897 contains twenty-six sections and two schedules. Apart from fee orders and special rules, there are 280 general rules and sixty-seven prescribed forms. It is obvious that if the experience obtained in the course of the working of the system warrants its adoption, then the statutory provisions must be consolidated with such amendments as may be found desirable. The present condition of affairs cannot possibly be allowed to remain.

(ii.) Assuming that in England it is impracticable to work a register which is a mirror of the landowner's title, still a grave question arises whether the Acts of 1875 and 1897 have not gone too far in the opposite direction, and thus, by reason of the multiplicity of matters excluded from the register, rendered the registration of land of less value to the proprietor than necessary.

For instance, there seems to be no sufficient reason why a registered proprietor as such should not be given a right to lease the land or grant easements or rights in respect of it just as much as he is given a right to transfer the land on a sale.

(iii.) Again, the principle of retaining all registered dispositions at the registry, and not permitting them to be taken away save under an order of the registrar or of the court, and of enabling the registrar in certain cases to destroy them, has already caused an unnecessary amount of expense; for in all cases where something is to be done which requires separate proof off the register, then an additional deed is required, which would not be so required under the ordinary practice. There is no provision for making office copies of the instruments sufficient evidence.

(iv.) Very great inconvenience has already been experienced in regard to the completion of certain transactions.

Take the case of the purchase of land where the purchaser is borrowing on the land part of the money required to complete his purchase. The vendor refuses to hand over the transfer and land certificate till he gets his money; the mortgagee does not wish to lend his money until his charge is registered, and the purchaser cannot complete till he gets his advance. To say that this might be remedied by a stop caution, under which no entries are to be made for a fixed period except the registration of the purchaser and of the registered charge, is beside the point, for no rule authorizes any such stop caution. The result is in practice that most complicated arrangements, involving extra deeds, have to be made to satisfy the mortgagee.

(v.) Many instances can be adduced of the manner in which, when the Act of 1897 was prepared, the general law relating to the subject in question was ignored, with the necessary result that confusion of the worst character arises. A few examples may be given.

(*a*) A tenant by the curtesy is by the Settled Land Act, 1882, made the proper person to make a title to the land. Under the Act of 1875 he was treated as an incumbrancer. The Act of 1897 ignores the vital change in his position effected by the Settled Land Act.

(*b*) Section 6 of the Act of 1897 relating to settled land seems to have been framed with complete disregard of the provisions of the Settled Land Acts.

Thus section 24 of the Act of 1882 is ignored in several details. For instance, no provision is made for enabling the tenant for life of leaseholds to take a transfer of them, so as to enable him, particularly where the trustees have no power of sale, to be registered.

Again, the question as to whether the registration of a tenant for life is a sufficient compliance with the compulsory provisions of the Act of 1897 is left in doubt.

(*c*) Under section 6 of the Conveyancing Act, 1881, certain general words are implied in the purchaser's conveyance unless a contrary intention is shewn. But when he comes to register his title in compliance with the compulsory provisions, he finds that no such general words are implied in land certificate; the result is that unless some sufficient reference is made in the land certificate to property intended to pass under the general words, he will not necessarily obtain the legal estate in that property.

The above are only a few instances of difficulties arising under the system. If the Committee of Inquiry is constituted it will be safe to predict that their report will condemn the system, or at least be in favour of a thorough recasting of the statutory provisions before any further trial is given.

It is confidently asserted that it can be shewn that the working of the Acts during the last three years has been most unsatisfactory. To give a list of failures would render this report too long, but the body entrusted with the proposed inquiry must be prepared to deal with a large number of cases which have occurred.

Scope of the Inquiry.

The terms of reference in the inquiry should be wide enough to cover the following questions and matters:

(*a*) Whether the result of registration with a possessory title under the Acts of 1875 and 1897 has not been to increase the costs of transactions which have been carried out under the Acts.

(*b*) What pecuniary benefits have been derived, or may be expected to be derived, by landowners to compensate them for the additional expenses incurred on registration with a possessory title?

(*c*) Whether the costs and expenses generally in relation to dealings with land registered under the Acts of 1875 and 1897, having regard to the number of transactions which require to be perfected by instruments off the register, compare favourably with the costs and expenses which would be incurred if the land were unregistered?

(*d*) Whether the time occupied in dealings with registered land, whether capable of being carried out on the register or not, is not in the majority of cases longer than the time which would be occupied if the land were unregistered?

(*e*) Whether the principle of the Acts of 1875 and 1897 is not defective?

(*f*) Whether the system introduced by the Acts is in practice an improvement on the system of general conveyancing in force in England?

(*g*) What difficulties have arisen in the practical working of the Acts?

(*h*) Whether the Acts require any and what amendment, and whether they should not be consolidated or re-drafted?

The committee in the above report have not thought it necessary to go into the history of registration of title and the arguments for and against compulsion, they being matters with which the Council are familiar. But as this report may come into the hands of persons not conversant with

the subject, the committee have added as an appendix a short statement to which such latter persons may refer for information.

APPENDIX.

Registration of Title, and the Circumstances Leading up to Compulsion.

Registration of title in England dates from the Registration of Titles Act, 1862, commonly referred to as Lord Westbury's Act. That Act provided only for indefeasible titles, and contemplated the record on the register of—

(*a*) An exact description of the land;

(*b*) A statement of the person entitled to such land;

(*c*) A statement of the incumbrances on such land and of the persons entitled thereto.

Such a register would have had many advantages. A purchaser need only have examined the register in order to see what he was purchasing, who was entitled to sell, and what, if any, were the incumbrances to be cleared off, and in simple cases, free from difficulties as to title or transfer, would have gone far to realize the popular idea that land should be transferable as easily as stock. The Act was the outcome of about eight years' laborious inquiry and preparation. Registration under it was permissive. In the year 1863 eight titles were registered; in 1864 there were again eight; in 1865 the number was forty-eight; and in 1866 it was one hundred and five, a slow but steady rise in four years, indicating that landowners and their advisers were disposed to give the system a trial; and there can be no reasonable doubt that, had they found that the expense and delay apparently from any system of Land Registry, and especially to a system involving a survey of the land and an investigation of the title, had be counterbalanced by the advantages, or by the enhanced price obtained for registered land, the Act would by this time have been adopted throughout England. But it was not so. After 1866 the number of titles registered fell off; then several titles were removed from the register. In 1870 the number of titles registered amounted only to twenty-nine, in 1875 the number was four. The Act, in fact, failed to commend itself to landowners, and was declared to be a failure by the report of the Royal Commission issued in the year 1870.

But an official department and vested interests had been created, and in 1875 an Act was passed, termed "an Act to simplify titles and facilitate the transfer of land in England." This Act was supposed to be based on the experience gained under Lord Westbury's Act, and was to succeed where that Act failed. If possible, it failed more conspicuously than the former Act. The causes of its failure were inquired into by a Select Committee of the House of Commons appointed in 1878, which reported in 1879. This is usually known as Mr. Osborne Morgan's Committee. The committee reported that the Act of 1875 might be considered to have become for all practical purposes a dead letter, and that compulsion was not possible.

Lord Cairns, then Lord Chancellor, gave evidence before the committee, and stated that he had not seen any way in which registration could be made compulsory. The committee reported that the Act of 1875 had failed, because the public, rightly or wrongly, had made up their minds that the advantages offered by the new system did not compensate the outlay and trouble, and because Englishmen preferred as a rule to manage their own affairs in their own way, and did not like to run the gauntlet of official scrutiny upon every fresh dealing, aggravated by the fear of the detection of a flaw in their title. They added that they were informed by Mr. Follett and Mr. Holt, the successive registrars under the Act, that no system of registration could be devised which would be voluntarily adopted, and that the committee thought it would be very difficult to force upon every purchaser or mortgagee a mode of dealing with his property which not one in 20,000 at present adopted of his own accord, and that in arriving at this conclusion the committee were only acting upon the axiom laid down by the Royal Commissioners of 1868 in their report, and which they believed to be perfectly sound: "That for an institution to flourish in a free country it must offer to the people the thing that they want."

The inherent difficulty in the system was forcibly expressed in 1886 in a work on Registration of Title to Land, the author of which was then in a position and thoroughly competent to express an independent opinion on the subject. He stated (p. 4):

"Considering that our registry has never yet succeeded in giving uniform satisfaction to those who use it, that such improvements as are now proposed are not founded on any successful experience, but are mere experiments, and that it is by no means clear that the system is a desirable one for all classes of property in this country, it seems not altogether impossible that by the universal compulsory imposition of such a system the old fable of the frogs and their king would receive a fresh and very lively illustration."

And he adds (p. 50):—

"*Primâ facie*, it would certainly appear that no system really beneficial to landowners would require to be forced upon them, and, of course, to apply compulsion to any system not really beneficial would be a wild injustice."

He further added (p. 40):—

"The proposal is to enforce the registration of a possessory title on every purchase of land after the passing of the Act. By this means the whole land of the country will gradually come on to the register, and every estate so registered will, in the course of some twenty or thirty years after being so registered, be provided with a registered title as good as absolute, for the practical purposes of sale, if not of mortgage also. The disadvantages of the plan are that in any case it must somewhat increase the immediate trouble of all next sales, and, unless, first registration is made gratis, the expense also; this would be greatly felt in small properties. The benefit, supposing it to be beneficial, is not immediate; and it is open to three further objections, common to all compulsory schemes; first, in many instances it will impose itself upon property to which registration is probably not at all suited; second, it will necessitate the sudden opening of a complete official establishment capable of dealing with the entire purchase and sale business of the country from the first moment of its existence*; and third, considering that *ex hypothesi* nearly all persons transacting business in the office will be doing so unwillingly (for if they would go willingly there is no need of compulsion), the chances of failure will be enormously increased, in which case business will be impeded to a most inconvenient extent, and the entire system receive a serious, if not a fatal, blow."

Lord Cairns, having apparently satisfied himself that a popular system of official registration was impracticable, devoted himself to the much greater reforms embodied in the Conveyancing Act of 1881 and the Settled Land Act, 1882, under which titles have been greatly simplified, and land transfer has really been vastly facilitated, so that it is now carried through easily and quickly at fixed *ad valorem* charges, no longer varying with the length of the documents, and so moderate in amount that it is impossible to suppose that dealings in land are now restricted by reason of the cost of transfer.

Mr. Follett, the registrar, who was examined before Mr. Osborne Morgan's Committee in 1878, handed in a statement shewing that the registry had not during the preceding five years registered on an average one title a month. He stated that he could suggest no plan short of absolute compulsion which would make the public resort to registration. He had recommended compulsion very strongly to Lord Selborne.

Mr. Holt, the assistant registrar, handed to the committee "Suggestions for and sketch of plan for the compulsory registration of title."

In fact, an office had been created, it had failed to attract, and compulsion was to be applied to force the public into it.

The financial results of the system, and the steps taken to conceal its failure in that respect, should not be lost sight of.

From the year 1862 to the year 1889 it was carried on at a loss which cannot have been less than £100,000. For the five years preceding the year 1889 the loss was £20,092 13s. 1d.

Subsequently to the year 1888 the Land Registry acquired the fees under the Land Charges and Searches Act, 1888, from which a profit of about £2,000 a year arises from the excess of the fees charged beyond the scale which would provide for the expenses of the register, and no more. The Act of 1888 had nothing to do with registration of title.

Again, later, in 1891, the Middlesex Registry, which again had nothing to do with registration of title, was transferred to the same office, with a profit income of about £10,000 per annum, derived from the owners and lessees of property in the county of Middlesex. This was nothing short of a scandal, inasmuch as the office of registrar in the Middlesex Registry was a sinecure office, and the opportunity which the death of the holder afforded should have been taken in order to abolish the registry entirely, in accordance with the unanimous recommendation of a Royal Commission made as far back as the year 1870. The Commissioners stated "that the registry causes a great increase of trouble and expense, affords no additional security or other special advantage," and should be abolished "from as early a date as possible. Mr. Osborne Morgan's Committee stated that "the Middlesex Registry is unhesitatingly condemned by every witness who has tried it." Beyond doubt, the surplus revenue ought at all events to have been given back to Middlesex in the form of a contribution to the rates, as is done in Yorkshire.

The effect of these transactions was to increase the income of the Land Registry Office from £774 in the year 1887-8 to £20,139 in the year 1896-7. and to convert a deficit exceeding £2,000 into a surplus exceeding £12,000.

As regards any demand for land registration by the general public, it may safely be said that with very few exceptions they have not the expert knowledge necessary to a just appreciation of the reasons for and against registration of title, and can only judge of it by experience of its effect in practical operation. As a whole they have a vague idea that the transfer of land ought to be as simple as the transfer of stock. Again, some have heard that registration of title has succeeded in Australia, and they conclude that registration of title would succeed in England, not knowing that the circumstances are entirely different.

In the absence of effective lay opinion on the question, the opposition to the compulsory enforcement of a system which had, after exhaustive inquiry by Royal Commission and Parliamentary Committees, been declared to be a failure, necessarily devolved upon the only class concerned in the everyday details of land transfer—viz., the solicitors, and it was easy enough to raise the cry that they were actuated solely by self-interest. No better answer to this can be made than again to quote an extract from the work already referred to. The author says, p. 51:—

"Whence came the cry for compulsion? There is not the slightest doubt that it had its birth in a belief that once prevailed extensively that the failure of the system was due to the selfish hostility of solicitors. 'English landowners being an attorney-ridden people, option in these matters, though nominally given to the proprietor, is virtually given to his solicitor' (Torrens, p. 44); and hence, having heard of some instances in which solicitors advised their clients not to register, and others in which they even went so far as to insist on titles being taken off the register before they would have anything to do with them, the distinguished originator of the Australian system persuaded himself that success would be impossible until landowners were protected from this 'unfair pressure' by

* This objection was intended to be met by the proviso contained in the Act of 1897 that the compulsory system should be introduced tentatively in the first instance.

having no option left them in the matter. But there is no excuse for persons holding this opinion now. 'The evidence given before the Royal Commissioners of 1868 and Mr. O. Morgan's Committee, completely disposes of all such explanations as the hostility of solicitors. The people who had tried registration state very clearly that it had caused serious expense and inconvenience without doing any appreciable good in return' " (p. 82).

The commissioners themselves say of the solicitors:

"These gentlemen were not hostile to the plan of registration; on the contrary, they came into the office sincerely intending to use its machinery for the benefit of their clients" (Report 1870, p. 15, para. 12).

In another place the commissioners, after pointing out what a lucrative operation to solicitors' registrations were, proceed to sum the matter up thus:

"There is always in all callings of life a large number of individuals who dislike and suspect all change as such, but these always follow when when a lead has once been made in a good direction, and it is clear in this case that the dislike to the existing system proceeds from men who honestly tried to work it, and who wish for some workable system, and are in such a position that their houses would not only have set an example, which, if successful, others must eventually follow, but would of themselves have supplied the registry with as much business as its present staff could discharge" (1870, p. 16, para. 20).

Altogether the language used with regard to solicitors gives considerable justification for the remark made by one of them to the Commissioners of 1868, that the blame so often thrown upon them was "a calumny invented by the authors and abettors of a bad piece of legislation with a view to find a plausible excuse for its failure."

This remark is no less applicable at the present time than it was in 1868.

Notwithstanding the accumulating force of responsible opinion and experience against the system, and especially against compulsion, the official department naturally persevered in the effort to sustain and extend their office.

In 1889 a Bill was introduced to apply compulsion without success, and again in 1893 and 1894, and finally in 1897 the promoters of the system succeeded in passing the Land Transfer Act, 1897, which provided for an experimental trial for three years in one county only.

The position of the Council in relation to this experimental measure is thus stated in the annual report of the society for the year 1897:

"While the Council still held to their opinion that the compulsory registration of land would not confer the benefits claimed by its advocates, they saw that the leaders of both parties in Parliament were favourable to it, and that among the general public there was an idea that registration would both simplify and cheapen the transfer of land. It has never been the practice of this society to resist measures deemed to be for the public benefit, except so far as to prevent crude and hasty legislation, and their action hitherto in opposing Bills having for their object the compulsory registration of land has been justified by the amendments and additions now introduced."

Now, however, the opinion held by the society is being amply justified. No laymen are in a better position to judge between the relative advantages of the official and the non-official systems from the landowners' point of view than the officers of the great building societies. The following extracts are taken from the report of the Building Societies' Association for the year 1901 and from speeches delivered at the annual meeting of the association, held on the 15th of May, 1901:

From the report of the association:

As regards the Land Transfer Act, your committee entertain no doubt that whatever can be done to make it work with a minimum of friction will be done by the new registrar, C. F. Brickdale, Esq., whose appointment they noted with pleasure. *So far as the Act has affected building societies in the County of London, it has unquestionably been in the direction of causing delay and increasing the expenses connected with mortgage transactions; and as regards leasehold properties it is difficult to see any prospect of alteration in this respect.* How far any cheapening of the cost of land transfer may result in the case of freehold properties when the titles have become "absolute" remains to be seen, and the operation of the Act as regards freeholds will be watched with interest

Mr. Edward Wood (of the Temperance Building Society, Ludgate-hill, E.C., the most important of the south country building societies):

The next subject referred to is the Land Transfer Act. We expressed very grave doubts at the time the Bill, which afterwards became an Act of Parliament, was before the House of Commons and also the House of Lords, as to what the effect of that legislation would be. Most of us believed it would add considerably to the delay, and also the expense, of transactions in house property and in dealings in land. *I am in a position to say, and I state it without any qualification whatever, that that legislation has led to an enormous increase of work, to a considerable delay, and to a large addition to the cost of transactions in connection with building societies in London. I make this statement, not in any qualified or half-hearted manner, but in the most pronounced form in which I am capable of making it.* I have been glancing to-day through the cases which have passed through our office during the time the Act has been in operation. Those of you who are resident in London will know that it came into operation gradually, first one section of London, and then another, until it has now been brought into operation over the whole county, excepting the City of London. It has been in operation now for between two and three years. In our office we have between nine hundred and a thousand transactions a year, but the whole of these do not come before the registrar, *because it is only in cases of purchase that we have to register;* but during the period in question we have had between 360 and 370 registrations, *and in every one of these 360 odd cases there has been more delay, trouble, and expense than would have been the case if the Act had not been in operation.* That being so, you will understand that personally I have a very strong conviction that instead of the Land Transfer Act conferring a benefit upon building society members it has had an entirely opposite effect. The question has been before the committee, but some members felt that possibly in the future—it may be in the remote future—it may simplify and cheapen transactions; and in view of that opinion held by some members of the committee we have thought it desirable not to reopen the matter; but, *speaking purely as an individual, I am satisfied that the Act, instead of being beneficial, has had an entirely opposite effect.*

Mr. Webb (of the Co-operative Building Society):

With reference to the paragraph dealing with the Land Transfer Act, I am glad to have heard the strong expressions from Mr. Wood concerning the effect of the Act. His experience should be conclusive as to the effects of the operation of that Act upon societies doing business in London. As you are aware, the Act itself is experimental in a measure. Statements were made that at the end of three years an inquiry would be held as to the effect and working of the Act. The three years will expire very shortly, in July, and I think that it is most important that building societies doing large businesses in small mortgages, which are most affected by the cost and delay in this legislation, should realize that unless a very strong effort is made to establish some inquiry into the working of the Act, and if possible, to stop any further extension of its operations, the cost, delay, and the deterrence to business will affect the whole country. I feel satisfied, from the experience which my society has gone through, that *it is a costly and extravagant operation.* Some of you are aware that at the present, even to transact the London registrations, there is a staff of 150 clerks. There is a proposal also to expend the huge sum of a quarter of a million on housing the officials who work this transfer of registration in London. If that expenditure is to be extended to the whole country it will be a most enormous tax upon us; and what benefits can we hold out to our clients? It is almost impossible to realize that any benefit will accrue from this enormous expenditure. I have thought of this matter very seriously. *I have a very strong sentimental regard for the theory of registration,* but, as with so many theories, in actual practice it proves to be a very different thing from what we anticipated. I hoped that something useful and simple would have been brought into operation, *but this Land Transfer Act is far from simple and of very little use.* I should like to move that the association presses for the inquiry into the working of the Land Transfer Act at the termination of this experimental period in July, and that the building societies associated together should submit all the evidence they can as to the working of the Act. I believe that if they were to do so there would be such an accumulation of evidence as to the bad influence upon small purchasers and mortgages that in all probability the Act itself might either stop at London or possibly be withdrawn altogether

POINTS TO BE CONSIDERED AS REGARDS COMPULSORY LAND REGISTRATION.

The Incorporated Law Society have issued the following useful summary:

1. During forty years' trial the system of land registration has failed as a voluntary system.

2. Lord Westbury's Voluntary Act of 1862 was the result of six or eight years' inquiry, and failed.

3. The Royal Commission of 1868-70 declared that the Act of 1862 had completely failed.

4. Lord Cairns' Voluntary Act of 1875 came next. This failed even more completely.

5. Mr. Osborne Morgan's Committee of 1878-9 reported that the Act of 1875 had become a dead letter, and that compulsion was not possible.

6 No public inquiry has been held since 1879. Lord Cairns brought in his great conveyancing reforms in 1881, which have practically reformed the practice of conveyancing and the cost, and have removed all grievances.

7. A committee was appointed by the House of Commons in 1895, and several witnesses were examined, but the inquiry was cut short by the dissolution of Parliament.

8. Numerous Bills, containing compulsory clauses, were introduced from 1873 to 1895, but failed to pass.

9. The compulsory Act of 1897 was passed by Parliament *as a three years' experiment* of the principle of compulsion, and a public independent inquiry as to the result of the experiment will be due to Parliament before the area of compulsion is extended.

10 The Act of 1897 reserved to county councils the initiative in extending compulsory registration, and to each House of Parliament the right to disapprove of any extension after the three years' experiment; therefore, before any extension, independent information whether the system has given satisfaction to landowners in London ought to be furnished for the guidance of county councils and of Parliament.

11. The Act of 1897 compels registration of a possessory title only, and the voluntary adoption of registration with an absolute title has since 1897, as before, failed completely.

12. Registration as a voluntary system has been adopted since 1897 in about four cases per 1,000.

13. There is no public demand for the compulsory enforcement of the system of registration.

14. A system ought not to be forced by compulsion on the public, when practically no one adopts it voluntarily.

15. It does not facilitate or cheapen transfer; the contrary is the fact. The building societies bear witness to this.

16. The great variety of dealings in real property can never be provided for by official administration and forms.

17 Even if the official registration system were practicable it involves very complicated rules and forms.

18. The expense of working the system compulsorily throughout the kingdom would be enormous.

19. Is a registry to be provided for every town of over 10,000 inhabitants? If so, the cost will be enormous; if not, then a serious expenditure in time and money will be imposed on owners of property having to attend at the registry.

20. Since 1889 the Land Registry fees have been doubled. The present office is subsidized by fees having no connection with land registration. If the system were established throughout the country is it to be supposed that the fees would not be further increased?

21. The trial in one area is costing more than £30,000 a year, raised by taxation of land.

22. All parties agree that new taxes on land are inadmissible, yet the system of compulsory registration would impose a serious tax for the upkeep of an official department doing legal work for a problematical benefit to proprietors forty years hence.

23. The delays and routine of officialism are always great.

24. In other countries the system of registration does not answer. Outside the register a series of deeds often grows up—and "clouds on title" have to be cleared off. No public inquiry has ever been held on this subject, and until that has been done safe arguments one way or the other cannot be drawn from the practice in foreign countries.

25. The system of private deeds and title has been vastly improved and simplified under Lord Cairns' Conveyancing Acts.

26. Transfer deeds are now very short, and the costs, fixed on an *ad valorem* percentage scale, are moderate, in fact, much less than the commission of auctioneers and estate agents.

27. The public do not like official intervention in their private transactions.

28 They prefer to manage their affairs in their own way, with privacy and without delays and interference of public officials.

29. They prefer the system of private deeds, carried out without leaving their places of business or residence.

30. They prefer to keep their own title deeds, and to make, in case of need, their own arrangements privately with bankers or others for loans of money, without searches, and forms to be filled up and filed in a public office.

31. This especially refers to owners of small property, say under £500, to which about half the deeds in England relate.

COMPANIES.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

ANNUAL MEETING.

The annual meeting of the Equity and Law Life Assurance Society was held on Tuesday, at the society's house, 18, Lincoln's-inn-fields, Mr. CECIL H. RUSSELL, the chairman, presiding.

The fifty-seventh report of the directors stated that the new sums assured under 492 policies had amounted to £451,269, and £100 a year reversionary annuity and £80 a year deferred annuity, of which £51,012 were reassured. The new premiums had amounted to £18,853 2s. 4d., and the reassurance premiums to £2,133 5s., leaving net new premiums of £16,719 17s. 4d., of which £1,023 1s. 9d. were single premiums. The gross amount of the assurances in force at the end of the year was £9,525 846 6s., of which £1 003,459 were reassured; and the net premium income was £302 098 17s. 11d., as against £298,599 2s. 11d. in the previous account. The amount received for interest and dividends was £123,133 19s. 2d., being an increase of £2,185 3s. 10d. on the corresponding figure for 1900. Sundry other receipts had amounted to £3,233 18s. 4d., and the profit on reversions fallen in during the year was £9,982 9s. 4d. The claims by death under 154 policies had amounted to £235,115 1s. 4d., and sixteen endowment assurances, amounting to £17,246 10s., matured. These sums included bonus additions of £64,199 11s. The society had received £19,577 10s. towards payment of these claims from other offices, who had reassured a portion of these policies. The incidence of the claims had been satisfactory, over 20 per cent. of the policies other than endowment assurances having been upon lives exceeding eighty years of age. Their amount was considerably less than that expected for the year, and there had been a profit from this source. The deaths of seven annuitants were announced during the year, causing the termination of annuities of £1,389 0s. 2d The sums paid for cash bonus and surrenders had amounted to £13,937 7s. 9d. net. The funds of the society were increased during the year by £132,302 9s. 6d. Excluding reversions, outstanding premiums and interest, and cash at bank, the total funds were invested to produce an average rate of £3 15s. per cent.

Mr. A. F. BURRIDGE, actuary and secretary, having read the notice convening the meeting,

The CHAIRMAN said: I have now to move that the report and accounts be adopted. In doing so it has been the practice of my predecessors in this chair to say a few words with regard to the business of the past year and to explain how far it contrasts with that of the preceding year. As to the business of 1900 I was able to say at the last annual meeting that though it was not a very large increase, it did shew an increase upon the business of the previous year. This year I cannot go quite so far. The business of 1901 has been less than that of 1900; but when you look at the figures you will see that after all the difference is not really substantial. In the year 1901 we issued 492 policies as against 544 in 1900, but the sums assured under these policies were £451,000 and annuities amounting to £100 a year in 1901 against £474,800 and £400 a year in annuities in 1900; so that in the sums assured, which is in one measure the amount of the business of course, it is only a difference of about £23,000. The new premiums were less in 1901 than they were in 1900 In 1901 the new gross premiums were £18,800 and the net premiums £16,700. These figures compare with £21,900 in 1900, but £5 800 of these were single premiums, whereas this year the single premiums are only £1,000. If, then, this is, as we believe it to be, a sound business, the amount received in payment of premiums would be a very satisfactory one, and the difference in the two years is not anything of any great substance. In one respect there has been an increase which the directors think satisfactory, and that is in the average amount of policies. In 1900 the average amount of policies was only £875, and in 1901 it had risen to £917. That is a progressive increase, taking the last three years from 1899, when it was only £779. I am not suggesting to you that this increase will exactly continue. I do not prophesy about the future; but there is the fact that it has increased now, and that in life assurance, I am told by those who understand this subject, is considered to be an important matter. The interest and dividends have increased by £2,200 a year and we have added to our invested funds in the year 1901 £132,000 and a few hundreds. The profit realized on our reversions is practically the same; it is £9,982 as against £10,680. Claims have treated us extremely well. We have had 154 claims by death and sixteen endowment policies which have matured. The outside amount assured by the policies which thus became claims was £252 300, and we were in that sum able and pleased to give a little over £64 000 in the form of bonuses. Our claims in 1901 were very considerably less than the claims in 1900. The differences are roughly £82,000 in the gross claims, and £72,000 in the net claims. As to the expected claims, the amount which the office expected to pay was £22,000 more than we actually had to pay, and the incidence of the claims which have been paid is satisfactory. Over 20 per cent. of the policies—other than endowments, of course—which became claims were on lives exceeding eighty years. Our expenses of management have been 10·27 per cent. as against 11·3 per cent. in the previous year. Last year included the expenses of the quinquennial valuation and consequently were higher; so you may take it that the expenses of management are practically what they were. The rate of interest has been £3 15s per cent.; but this rate I wish you particularly to observe does not include anything in respect of reversions. The sums invested in reversions are bearing interest undoubtedly. The price is calculated when the reversion is purchased, so that the principal sum and interest may be returned to the society, but it has never been the practice of the office to take that sum as interest accrued, and consequently this £3 15s. per cent. merely means the sums actually received; it does not include anything in respect of reversions nor in apportioned interest on stocks, the dividends on which are payable usually in the first quarter or first half of the current year. The mortgages of the society have been recently examined by a committee, and I am glad to say they are satisfactory. The Stock Exchange securities stand in the books at the price which was fixed at the last quinquennium. You will observe in the balance-sheet a note, which appears not for the first time, that the Stock Exchange securities "stand in the balance-sheet either at cost price or at the price of the valuation of the 31st of December, 1899, that being the date of the last quinquennial valuation, less amount written off for the redemption of the premiums paid thereon." The auditors in their certificate have also called attention to this fact. It has never been our practice to write these securities either up or down until the quinquennial valuation period arrives. At that date, of course, it must be done, but before that date we have never done it. There is no present loss. If there is a sale of a security and loss occurs, that, of course, comes into the account; but it is not our practice to write off for depreciation any sum until we are satisfied that depreciation can be ascertained, and has actually occurred. There was a considerable cash balance at the end of the year. That was due to the fact that we had £53,000 of claims which had become payable, and which had not been made, and we had entertained loans to a considerable amount and thought it better therefore not to disturb that balance and take it off deposit. That is all I think I have to say with reference to the figures of the year. And now with regard to the personnel of the office. We have lost one of our oldest and most valued directors, Mr. Richard Smith, happily only in the sense that he has left the board, for he is in the flesh, and I am happy to say, from a letter I had the other day, he is very well. He was one of the most able members of the board, and most close in his attendance at the meetings. The board is a working board; from those of its members who occupy the highest places in our profession to those of a less exalted status. The directors attend to their duties, so that Mr. Richard Smith was not exceptional, and I do not single him out for praise merely because he attended to his duties. I do so because he was a most valuable as well as a most popular member of the board.

Mr. FREDERICK PEAKE (deputy-chairman) seconded the motion, which was carried unanimously.

On the motion of Mr. BENJAMIN KISCH, seconded by Mr. CHARLES WIGAN, the retiring directors, Mr. R. S. Taylor, the Hon. Charles Russell, Mr. C. R. V. Longbourne, and Mr. R. J. P. Broughton, were re-elected.

On the motion of Mr. KENARD BALL, seconded by Mr. G. L. WHATELY, the retiring auditors were re-elected as follows: For the proprietors, Mr. Edwin Waterhouse and Mr. Joseph Gurney Fowler; and for the assured, Mr. R. W. Dibdin.

On the motion of Mr. E. F. BALL, seconded by Mr. DIBDIN, who remarked that the report was a most admirable justification of the confidence they felt in the board, a vote of thanks was passed to the directors.

The CHAIRMAN briefly acknowledged the compliment.

On the motion of Mr. PITCAIRN, seconded by Dr. SYMES THOMPSON, a vote of thanks was passed to the auditors, and Mr. DIBDIN responded.

On the motion of Mr. A. H. JAMES, seconded by Mr. R. S. TAYLOR, Mr. Leonard North Hickley was elected a director to fill the vacancy caused by the retirement of Mr. Richard Smith.

The CHAIRMAN moved a vote of thanks to the staff, upon whose efficiency, he observed, so much depended. The society was extremely fortunate in their staff; in Mr. Burridge, whom they were glad to receive back after a temporary absence, they had a most valuable servant; and he could not praise Mr. Phelps too highly, whilst those under them worked for the office in the most cheerful and efficient manner. Then Dr. Symes Thompson was of the greatest assistance. The solicitors, Messrs Rooper & Whately, render the society most valuable services. To all these, and to the inspectors and agents, who were extremely active, their cordial thanks were due.

Sir ARTHUR WATSON seconded the motion, and it was agreed to.

Mr. BURRIDGE in returning thanks expressed his pleasure that the chairman had referred to the work of the inspectors and agents, since under the modern conditions of insurance it was to those gentlemen they were indebted for bringing the great advantages of the society to persons residing at a distance.

A vote of thanks to the chairman, moved by Mr. TREVANION, and seconded by Mr. MOBERLY, the CHAIRMAN briefly replying, brought the proceedings to a close.

BRITISH LAW FIRE.

ANNUAL MEETING.

The annual general meeting of the British Law Fire Insurance Co. (Limited) was held on Friday, the 14th inst., at Cannon-street Hotel, Mr. HENRY TURTON NORTON (the chairman) presiding. The report for the year ending the 31st of December, 1901, stated that the net premium income was £66,980 8s. 7d., as compared with £64,007 2s. in the previous year, being an increase of £2,973 6s. 7d. The net losses, after adjusting those outstanding at the end of 1900, allowing for claims outstanding at the end of 1901, and deducting the amounts recoverable by reinsurance and indemnities, amounted to £25,424 8s. 6d. The loss ratio for the year was 37·9 per cent. The accounts shewed an available balance of £18,756 19s. 6d. The directors proposed to carry to reserve £9,000, thus bringing the reserve up to £50,000, to declare a dividend at the rate of £5 per cent. free of income tax for the year, and to carry forward £4,756 19s. 6d. The directors regretted to report the death of their colleague, Mr. Harry Woodward, who died during the year. The vacancy on the board had been filled by the appointment of Mr. Robert C. Nesbitt, of the firm of Messrs. Wadeson & Malleson, of No. 7, Devonshire-square, E.C.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, said that the company had had a successful year, and the directors were able to propose an increase in the rate of dividend. The net premium income was £66,980, which was an increase on the previous year of £2,973, or just under £3,000. In the previous year it was £3,062, so that the progress in that respect had been much the same this year as last. Every effort would be made by the directors to increase that rate of progress, and he was not without hope that, having regard to the position the company had now obtained, they would be able to succeed in that object. The net losses amounted to £25,424, the loss ratio for the year being 37·9, or just under 38 per cent., which, as they all knew, was a remarkable low rate, not surpassed, he thought, by more than one company in the long list of English insurance companies. There was an available balance of £18,756 19s. 6d. The directors proposed to carry £9,000 to reserve, bringing the reserve up to £50,000, and they hoped the shareholders would think that a prudent and conservative step tending to increase the credit and position of the company and thereby leading to an increase of dividends and business. They proposed to declare a dividend at the rate of 5 per cent. free of income tax for the year, and to carry forward £4,756, which was almost equal to another 5 per cent. This was the first time the board had ventured to recommend a dividend greater than 4 per cent., but as the reserve had been brought up to £50,000, and as such a considerable sum was being carried forward, and as the revenue from the investments was substantially over £4,000 a year, the directors thought they were justified in recommending the increased dividend, and they thought that probably the shareholders would expect they should do so. The average premium rate paid for direct and guaranteed risks together was a very low one—namely, 2s. 5·31d. In the early years of the company it was about 2s. 8d., which at that time was a low one, and shewed the generally sound nature of the risks we had undertaken. This had now been reduced, as he had just mentioned, to something over 2s. 5d. The directors regretted very much the death of Mr. Harry Woodward, one of their colleagues, who was indefatigable in his attendance to the business of the company, and who was of very great assistance to the board besides being a very charming companion. They had filled his place by the appointment of Mr. Robert C. Nesbitt, of the firm of Messrs. Wadeson & Malleson, who had long given the company considerable support, and whose addition to the board the directors believed would strengthen the company. Turning to the accounts, the "dividends and interest on investments, &c.," stood at £4,247 11s. 5d. This was a few pounds less than the same item last year, but that did not arise from any default or want of regular payment in the interest, but simply from the fact that the income tax was at a lighter rate, and many of the investments were made during the year so that they produced interest on the 1st of January, which brought income into the present year's account, and not that of last year. The meeting would be pleased to know that the "bad debts" stood at the figure of £10 6s. 6d., which he did not think would affect the credit of the company. With regard to the investments, these had cost the company £146,671, and the auditors were anxious that it should be stated that the market value on the 31st of December was £139,441, which was a diminution of £7,000. But that was not due in the least to any weakness in any one of the investments. It simply was a notorious fact that trust investments, such as the bulk of these were, stood 10, or 15, or 20 per cent. less than in the year 1896. If the company had invested in 1896, these very same investments would shew a diminution of 15 or 20 per cent. instead of something under 5 per cent. The bulk of the investments were made in 1887-1888, and in 1896 he was able to say they stood at some £3,000 more than the company had given for them. In a company of this kind there was no necessity of an explanation of this kind, and personally he should not have made it, but the auditors had a difficult position to fulfil and they ought to be protected. They had wished it to be stated. There was also the item "Balance of amounts due and in course of collection to and from other companies, agents, &c., £11,783." That being a somewhat large figure it was right to say that it was the sum current outstanding at Christmas. The agents had to send in their balances in a few weeks and over £11,500 had come in in regular course since the 31st of December. The most gratifying thing connected with the direction of the company was that the board had been able to bring the reserves up to £50,000, the paid up capital being only £100,000 out of the authorized £1,000,000. If any of the shareholders would like to make any observations he would be glad to hear them.

Mr. WILLIAM MAPLES (vice-chairman) seconded the motion.

Mr. MUNDAY congratulated the directors upon the steady progress made by the company and on their policy of building up the reserve fund, although their pockets were for the moment a little punished. He saw that they had to congratulate themselves also upon a very much reduced loss ratio. This year it was something over 5 per cent. less than in the previous year, and but for that fortunate circumstance it would not have been possible to place this sum to reserve.

The motion was unanimously adopted.

The CHAIRMAN moved, and the VICE-CHAIRMAN seconded, the declaration of a dividend at the rate of 5 per cent. free of income tax.

The motion was adopted *nem. con.*

On the motion of Mr. LYALL, seconded by Mr. BOOTH, the retiring directors (Messrs. R. J. Bowerman, R. L. Fulford, Wm. Hitchins, H. W. Nelson, Robert C. Nesbitt, and A. G. Parson) were re-elected.

On the motion of Mr. FLETCHER, seconded by Mr. MUNDAY, the auditors (Messrs. Turquand, Youngs, & Co.) were re-elected.

A SHAREHOLDER, in moving a vote of thanks to the directors, observed that the company had been very fortunate from the beginning, and the shareholders were very much indebted to those who had acted in their interest throughout. The chairman especially deserved their thanks.

Mr. FLETCHER seconded the motion, and it was agreed to.

The CHAIRMAN, in returning thanks, observed that the board were proposing to divide the sum of £500 between the staff as a bonus.

LAW ACCIDENT INSURANCE SOCIETY.

ANNUAL MEETING.

The annual general meeting of the shareholders of the Law Accident Insurance Society was held on Wednesday at the offices of the society, 215, Strand, the chairman, Mr. RICHARD PENNINGTON, taking the chair.

The report of the directors stated that the income of the society for the year had amounted to £288,415 6s. 8d., as against £204,062 16s. 10d. for the previous financial year. The claims paid and outstanding amounted to £143,844 14s. 5d., and the reinsurance premiums to £31,513 7s. 6d. The expenses of management amounted to £46,119 9s. 11d., and the commission to £32,643 8s. 5d. A sum of £3,216 11s. 11d. was allowed by way of bonuses to policyholders. After allowing and providing for all items of income and expenditure, there remained a reserve fund of £27,500, and a credit balance of £76,074 5s. 10d., together £103,574 5s. 10d. Out of this credit balance, the directors recommended (1) That a dividend of 8 per cent. (free of income tax) should be paid for the year 1901; (2) that the sum of £2,500 should be transferred to the reserve fund, which would then stand at £30,000. A long lease of 20, Pall Mall, S.W., had been secured, and the ground floor of the building was now being fitted up as the West End branch office of this society, and would be ready for occupation shortly. The society had during the year acquired the accident insurance business, together with the goodwill, of certain insurance companies, and the sum of £4,372 18s. 11d., the cost in connection with these transactions had been charged direct to the revenue account instead of being treated as a capital expenditure.

Mr. EDWARD T. CLIFFORD, general manager and secretary, having read the notice convening the meeting,

The CHAIRMAN, at the opening of the proceedings, referred to a statement in the auditors' certificate as follows: "Subject to the observation that there is a contingent uncalled liability on certain shares forming part of the society's investments, we find that the balance-sheet is, in our opinion, properly drawn up so as to exhibit a true and correct view of the state of the society's affairs, as shewn by the books of the society." He said that possibly some of the shareholders had seen a copy of the *Financial Times* of the 17th inst., in which it was said: "The society is understood to be the holders of shares of several companies, including the National Burglary Insurance, the National Live Stock Insurance, and the Profits and Income Insurance Co." That statement was perfectly true, but the interest of the society in the Profits and Income Insurance Co. was that

it held fully-paid preference shares, and he did not suppose that any exception could be taken to that. With regard to the other companies the Law Accident had no connection with them as the investor of moneys in shares. It was a business transaction. The society derived very considerable advantages from its connection with them, and they of course derived advantages from their connection with the Law Accident. He hoped the shareholders would consider this was a satisfactory explanation. It would be noticed from the report that the income of the society amounted to £288,415, which was an increase of over £84,353 over the last year's income, and that betokened a very considerable advance in the business transacted by the society. It was the largest increase in the volume of business of any year the society had experienced, and indicated that the society was on the right road, whilst the accounts shewed that its position was as satisfactory as it could be wished to be. The directors did not aim at a mere increase of figures, but they desired that a reasonable profit should be made on the business which was transacted. They had gone exhaustively into the results of the various classes of business done, not only last year, but in former years, and they were able to say that a profit was made out of every class of business which was at present being transacted, and that, as a whole, the business was never more prosperous. A very large sum amounting to several thousands of pounds charged to revenue account might with propriety be regarded as capital expenditure. A special expenditure had been necessary for development, and the directors had reason to believe that satisfactory and compensatory advantages were accruing from that expenditure. The balance from the revenue account of 1900 was £58,000; then £5,000 was transferred to the reserve fund, and the dividend amounted to £8,750, which left a net balance of £49,409. Then the premiums amounted to £285,332, and interest and dividends and profits on securities realized to £3 077. Then on the other side there were claims paid £128,913, claims outstanding £14,971, making £143,884. Reinsurance premiums were £31,513; commission, £32 643; expenses of management, £46,119; and bonuses in reduction of premiums, £3,216, making a grand total of £257,377. Then there were two items of which he would say something presently. They were: claims paid and outstanding under unexpired policies, assumed in consideration of transfer of various insurance companies' accident business—claims paid, £2,372 18s. 11d.; claims outstanding, £2,000; making altogether £4,372 18s. 11d. in respect of business which the society practically bought for goodwill. No doubt in a going business like that of the society they must expect to make payments to that extent on account of claims It represented 51·4 per cent. of the net premium income after deducting reinsurances and the bonuses of which he spoke of as given in reduction of premiums. The ratio of claims paid and outstanding was 59·1, which the directors thought reasonable, and which afforded an ample margin of profit to the shareholders after paying expenses the ratio being 31·4 of management and commission. The claims outstanding amounted to £14,971, which, with the sum of £2,000 as outstanding claims in respect of unexpired policies, amounted to £16,971, which was carried to the balance-sheet as a reserve for outstanding claims, and the important question was whether this was an adequate sum. It would be seen that the reinsurance premiums amounted to £31,513, a very large amount, but it was paid in the interests of the society, and the risk was proportionally lessened and the society in its turn derived a large volume of business for reinsurances from other companies. The commission and management expenses amounted to £78,763.

Mr. J. S. Beale seconded the motion. He spoke of the wonderful growth of the society, which was not yet ten years old.

The motion was carried unanimously.

On the motion of the Chairman, seconded by Mr. W. Melmoth Walters, a dividend of 8 per cent. was declared.

On the motion of Mr. E. H. Ellis-Danvers, seconded by Mr. E. J. Stannard, the Chairman and Mr. W. Melmoth Walters, the retiring directors, were re-elected.

On the motion of Mr. G. H. Pollock, seconded by Mr. Bennett, Messrs. Price, Waterhouse, & Co. were re-elected auditors.

Mr. J. M. Johnstone moved that the remuneration of the directors be increased to £2,000 per annum. He said that the sum of £1,000 was fixed ten years ago, when the premium income was £30,000, and it was now nearly £300,000.

Mr. Pollock seconded the motion, which was unanimously adopted, and

The Chairman returned thanks.

Increase of Capital.

An extraordinary meeting was then held for the purpose of submitting the following resolution: "That the capital of the company be increased to £1,000,000 by the creation of 100,000 new shares of £5 each."

The Chairman, in moving the adoption of the resolution, said that owing to the continued growth of the business of the society it was impossible to carry it on without an increase of capital. There was a tendency on the part of the public to favour offices with larger capital. Amongst other items of expenditure it would be necessary very shortly to increase the office accommodation, and they were under a contract to complete the purchase of the freehold of their building during the coming summer. It was proposed to offer the whole of the issue to the existing shareholders *pro rata* at 50 per cent. premium, the premium to be carried to the reserve, and held practically for the benefit of the shareholders.

Mr. W. Melmoth Walters seconded the motion, and it was agreed to.

Mr. Stannard moved a vote of thanks to the chairman, the directors, and the staff, which was seconded by Mr. H. B. Willis, and carried.

The Chairman in returning thanks spoke of the valuable services of the general manager and staff, and the proceedings terminated.

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Robert Edmund Campbell and Hubert Parry, solicitors (Campbell & Parry), 41, Jermyn-street, London. Jan. 1. The said Robert Edmund Campbell will continue the business in his own name.

Errington Huntly and Lancelot Rougier Foster, solicitors (E. Huntly & Foster), Sunderland, and at Seaham Harbour. Oct. 15. The said Lancelot Rougier Foster will continue to carry on the said business of E. Huntly & Foster. [*Gazette*, March 18.

GENERAL.

An ordinance of the Legislative Council of Southern Rhodesia, says the *South African Law Journal*, provides for the better protection of ancient monuments. This law prohibits, under a penalty, the injuring, defacing, or removing of any ancient monument, whether situated on private or public land. The unlawful working of ancient monuments is in like manner prohibited. The object of the law is to preserve for historical and antiquarian purposes the many ancient ruins in the country.

At the Birmingham Assizes, on Wednesday and Thursday in last week, says the *Times* reporter, John William Phillips, solicitor, was charged with the fraudulent misappropriation of three several sums of clients' money entrusted to him for safe custody. The jury found the prisoner guilty on all three charges. Mr. Justice Bigham said the verdict was inevitable, and the case very serious. In view of the prisoner's health, he would sentence him only to twelve months' imprisonment with hard labour on each of the three cases, the sentences to run concurrently.

The Lord Chancellor, the Lord Chief Justice, the American Ambassador, Mr. Justice Byrne, Sir Edward Clarke, K.C., and other distinguished visitors witnessed the annual assault-at-arms of the Inns of Court Rifles, which took place on Saturday in last week, in the drill-hall at Lincoln's-inn. The programme comprised fencing, sword feats, boxing, rapier v. dagger, sabres, &c. During the interval the "Colmore Dunn" Challenge Cup and medals were presented by Colonel C. Russell to Messrs. J. Jenkinson and A. W. Wills for proficiency, the former in fencing and the latter in sabre exercise.

Among the latest candidates for the position of Town Clerk of the City of London, says the *Times*, are Mr. R. R. Linthorne and Mr. R. M. Prescott. Mr. Linthorne has been town clerk of Southampton since 1899, and is thirty-eight years of age. Mr. Prescott was elected town clerk of Fulham a year ago, and is thirty-seven years of age. The corporation will proceed with the appointment of a successor to Sir John Monckton as soon as the Officers' and Clerks' Committee have presented their report to the Court of Common Council on the subject of the nature, duties, and emoluments of the office.

The omission from the Ministerial Patent Law Amendment Bill of any provision compelling foreign patentees to work their patents in this country in the manner in which British manufacturers of patented articles are compelled to work their patents in Continental countries has, says the *Times*, caused a good deal of dissatisfaction in the manufacturing and commercial centres of Lancashire and Yorkshire. On Thursday in this week a deputation was to wait upon the President of the Board of Trade for the purpose of making representations on the subject. The deputation, although primarily organized by the Manchester Chamber of Commerce, will, it is understood, include representatives of several other chambers, as well a number of Members of Parliament specially interested. The complaint is that the departmental committee of the Board of Trade which reported on this question last year was overwhelmingly legal and official in its constitution and contained only one representative of commerce.

The Law and City Courts Committee of the Corporation of London entertained at dinner on Thursday the Lord Mayor and Sheriffs and a number of representatives of the bench and bar. The chairman of the committee, Mr. Edward Lee, presided, and the guests included the Lord Chief Justice, Lord Justice Vaughan Williams, the Recorder of London, Judge Lumley Smith, K.C., Judge Rentoul, K.C., and the Common Serjeant. The chairman proposed "The Bench and Bar," which was acknowledged by Lord Justice Vaughan Williams and the Recorder. The toast of the evening, "The Law and Parliamentary Committee of the City Corporation," was given by the Lord Mayor, who made special reference to the work of Mr. Lee, the chairman of the committee. His lordship presented, on behalf of the committee, a statue of "Education," chosen by the recipient, as a mark of the respect and esteem in which they held him, and as a recognition of the efforts he had made on behalf of education. Other toasts followed.

Every fortnight in 1818, on an average, says the *St. James's Gazette*, there was an execution in England for forgeries of bank notes, and in 1820 more than a hundred forgers were convicted. Nearly ninety years ago the Bank of England was the victim of a more amazing crime than the famous Bidwell forgeries, one of the chief cashiers defrauding it of £320 000. Twenty years later, the forgeries of a banker resulted in an even greater loss. The forging banker was a Mr. Fauntleroy, of Berners-street, and his crimes seem to have begun with his forging powers of attorney to keep up the credit of his bank. In that way he was able to sell from the funds large sums of money belonging to other people, and thus for years he flourished and grew rich. Then the banker's sin found him out, and at the banking-house was found a confession written eight years before, with a postscript

which said: "The bank began first to discount our acceptances and to destroy the credit of our house; the bank shall smart for it." Smart for it the bank did; the forgeries ran into £360,000.

In the King's Bench Division on Tuesday, says the *St. James's Gazette*, Mr. Justice Grantham had before him a heavy list of common jury cases. In the course of five minutes he struck all of them out of the list in consequence of the parties or their counsel not being present. After some delay Mr. Aston was permitted to open the case of *Riley* v. *Davis*, which was an action brought by a lighterman to recover damages through the alleged neglect of the owner of a barge. Upon the plaintiff being called to give evidence, it was found that he was not present. The case stood over, and subsequently Mr. Aston said he must submit to a judgment for the defendant, who had all his witnesses in court. Judgment was given accordingly. Further delay occurred in consequence of either litigants being either absent or unready, and in the end his lordship proceeded with a case lower down in the list, remarking with some warmth that counsel should have regard for the time of the court.

Demolition being the order of the day in the neighbourhood of the Strand, it was, says the *Daily News*, a little disquieting for visitors to the Temple to find the historic fountain—so long haunted by memories of Tom and Ruth Pinch, not to speak of Charles Lamb and Letitia Landon—in a state of wreck and ruin. On inquiry, however, it was ascertained that nothing more revolutionary is in contemplation than to complete repair of the large circular basin, which has fallen into a leaky and dilapidated condition, but will ere long be given up again to the waterlilies and the goldfish. The fountain itself will also be restored in its original form of a simple column of water rising to a height of some twelve or fourteen feet, and falling with a refreshing patter on the stone borders; for the benchers have not forgotten the disastrous history of their attempt to give it a more dignified and complex appearance some years ago. It was by way of a concession to the æsthetic persons, who irreverently spoke of the fountain as a "squirt," that they caused water to issue from the beaks of three storks, modelled in plaster of Paris. But the jets would not work, and the plaster of Paris was eaten away by the rains and the frost, till the storks lost their heads one by one, and then their legs, and thus became objects of derision.

In sentencing Arthur Stopford Francis, solicitor, who pleaded guilty to converting to his own use property of which he was a trustee, to five years' penal servitude, Mr. Justice Grantham said: "They all knew that punishments had varied during the past thirty years, and that they had generally been very much reduced; but every one would agree that in reference to solicitors they must feel that the sentences passed on them for defalcations in their business could not only be not less severe than formerly, but probably of increasing severity until the crime, which was too frequent, of solicitors robbing their clients was stamped out. It was a very painful thing to have to pass sentence on a man who had led the honourable life defendant had until he was brought to ruin by these speculations, which people indulged so much in at the present day. Nothing could be said on behalf of people who used their clients' moneys to make good their own losses. There were, however, circumstances in this case which would justify him in dealing with the defendant differently from other people who had been brought into that court on a similar charge, because here ruin had not been brought on people who had trusted him, and those who had suffered were among the first to ask for leniency for him. He could not but feel in this case that the defendant's difficulties, dangers, and present position had been created, or very materially brought about, by the conduct of others"

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, March.....24	Mr. Beal	Mr. Greswell	Mr. Carrington	Mr. Jackson
Tuesday 25	R. Leach	W. Leach	Pugh	Pemberton
Wednesday 26	King	Greswell	Carrington	Jackson
Thursday 27	Godfrey	W. Leach	Pugh	Pemberton

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March 24	Mr. Godfrey	Mr. Church	Mr. R. Leach	Mr. W. Leach
Tuesday 25	Farmer	King	Beal	Greswell
Wednesday 26	Godfrey	Church	R. Leach	Pemberton
Thursday 27	Farmer	King	Beal	Jackson

The Easter Vacation will commence on Friday, the 28th of March, and terminate on Tuesday, the 1st of April, 1902, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 24.—Messrs. Barker & Neale, at the Mart at 2:—A Block of Stabling, Nos. 1 to 5 Kinnerton-yard, let on lease at £270 per annum, and held direct from the Duke of Westminster. Stabling for four horses, No. 29, Kinnerton-street, with the Reversion to similar Stables, No. 31, Kinnerton-street, for 10 years from Lady Day, 1914. Belgravia: An improved Leasehold Ground-rent of £50 per annum, secured on No. 43, Wilton-crescent, S.W., with Reversion at Lady Day, 1914, to the rack-rental (estimated at £450 per annum) for 10 years. Solicitors, Messrs. Saxton & Morgan, London.—A Family Residence at Hampstead. (See advertisements, March 15, p. 5.)

RESULTS OF SALES.

Messrs. H. E. Foster & Cranfield sold at the Mart, on Wednesday last, the following short Leasehold Properties:—6, 7, and 8, Temple-lane, Tudor-street, Whitefriars, in the City of London, three Dwelling Houses, one with Shop, £300; 48, Muldmay-grove, Muldmay Park, N., a capital Terrace Residence, with good garden in rear, £430; 24, Tottenham-road, Kingsland, N., a corner Baker's Shop and premises with frontage to Tottenham-road and Bentley-road, £300; 74, Buckingham-road, Kingsland, N., a Terrace Dwelling House, with good garden in rear, £210; 126, Bridport-place, Hoxton, N., Double-fronted Business Premises, having a frontage of about 33ft., £480.

REVERSIONS AND LIFE POLICIES.

The same firm sold the majority of the Lots which they offered at their Fortnightly Sale (No. 711) of the above Interests at the Mart on Thursday last, the total of sale being £4,492 16s.

		£ s.
ABSOLUTE REVERSIONS:		
To Two Twenty-thirds of £2,000 2½ per cent. Consols, and £19,000 2½ per cent. Consols; lives 60 and 81	Sold	412 10
To One-fifth of Brompton Freehold, and to One-fifth of £1,000, also Life Interest in same; lives 57 and 33	"	400 0
To £1,692; life 77	"	1,120 0
LIFE POLICIES:		
For £700; life 58	"	125 0
For £500; same life	"	380 0
For £200; same life	"	95 0
For £1,000; same life	"	380 0
For £1,000; life 45	"	375 0
For £400; same life	"	105 0
For £1,000; life 71	"	1,120 0

WINDING UP NOTICES.

London Gazette.—Friday, March 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Coseley and District Iron Co, Limited—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to James Edward Rowley, 7, Waterloo st, Birmingham

Diamond Cycle Components and Engineering Co, Limited—Creditors are required, on or before May 1, to send in their names and addresses, and the particulars of their debts or claims, to Philip Bates, 110, Edmund st, Birmingham

Gold Estates Transvaal Co, Limited (in Liquidation)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Feil, 46, Queen Victoria st

Home Counties Land and Investment Co, Limited—Creditors are required, on or before April 12, to send particulars of their debts, to Joseph Benson and W. T. Ogden, &c., at the offices of Messrs Ogden & Co, Finsbury pvmt House

Recife and San Francisco Pernambuco Railway Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Major-Gen James Reid and Mr Nicholas Morritt Walter, 15, Old Jewry chmbrs. Bompas & Co, Great Winchester st, solors for liquidators

Wigley-Mullliner Engineering Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to Philip Bates, 110, Edmund st, Birmingham

London Gazette.—Tuesday, March 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Crowther & Co's Electrical Industries, Limited—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to Mr Henry William Thomas, 43, Lower Mosley st, Manchester. Hanchett, Manchester, solor for liquidator

Disc and Easy Chuens, Limited—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts and claims, to Frank Rowley, 34 and 36, Gresham st

Ellscales Mining Co, Limited—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to R. F. Miller, 4, Ramsden sq, Barrow-in-Furness

Kingscote Co, Limited (in Liquidation)—Creditors are required, on or before April 14, to send in their names and addresses, and the particulars of their debts or claims, to Reginald William Crowe, 7, Lancaster place

Lawtons Patents, Limited—Peta for winding up, presented March 12, directed to be heard April 10. Warriner & Co, Temple chmbrs, Temple av, agents for Lloyd & Pratt, Cardiff, solors for petners. No ice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 9

Littlestone Hotel Co, Limited (in Liquidation)—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to J. H. Merrett, 15, Coleman st

Melbourne Brewery and Distillery, Limited—Peta for winding up, presented March 12, directed to be heard April 10. Deacon & Co, 9, Great St. Helen's, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock on the evening of Wednesday, April 9

Oriental Mines Syndicate, Limited—Creditors are required, on or before April 30 to send their names and addresses, and the particulars of their debts or claims, to Charles William Provis, 3 Mount st, Manchester. Innes, Manchester, solors to liquidator

South African Portland Cement Syndicate, Limited (in Liquidation)—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William McIntosh Whyte, 11, Queen Victoria st

Warning to Intending House Purchasers and Lessees.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[Advt.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—Friday, March 14.

Asquith, John Robert, Leeds April 19 Calvert, Leeds

Berge, Charles Gerard, Bordeaux April 15 Rohdes & Higgs, Mincing la

Betteridge, Penelope Eliza, Highbury New pk April 19 Allward, Gray's inn sq

Boileau, Col Lestock Francis, RE, Stoke Hydro, nr Bath April 21 Maddisons, Old Jewry

Bradford, Frederick Davies, Bradford, Mechanic April 11 Gaunt & Co, Bradford

Cawley, Letitia, Waterloo, Lancs April 20 Howard & Co, Liverpool

Churchill, John Ellis, Bath May 1 Payne & Fuller, Bath

Clarke, Catherine Sarah, Warrington crescent April 10 Helder & Co, Clements' inn strand

Cook, Pamela, Maresfield, Sussex April 8 Burchell & Co, Victoria st, Westminster

Cushion, William, Deptford Kent April 14 Avery & Wolverson, New Cross rd

Cuthbert, Stephen, Norton, Durham, Commercial Traveller March 20 Elizabeth Ellen Cuthbert, Preston

Davenport, John Thistlwood, 64 Russell st, Bloomsbury April 10 Hopgoods & Dowson, Spring gdns

Davis, Joseph, Newcastle upon Tyne, Plumber May 1 Gillespie & Co, Newcastle upon Tyne

DEANE, Right Hon Sir JAMES PARKER, KC, DCL, Westbourne ter April 15 Hunter & Haynes, New sq Lincoln's inn
D'OMBRAIN, MARY, Maida vale April 10 Fielding, Canterbury
DOW, WALTER NORTON, Marazion, Cornwall May 1 Hunter & Haynes, New square, Lincoln's inn
FRANKLIN, THOMAS RICHARD, Aston, nr Birmingham, Baker April 30 Harper, Birmingham
GARDNER, Mrs CAROLINE, Havering atte Bower April 10 Hicklin & Co, Trinity sq, Southwark
GIBSON, HUGH WOODS, Birmingham April 30 Lewis & Sons, Walsall
GLAYSHER, WILLIAM, Leytonstone, Essex, Druggist Salesman April 10 Walker & Battiscombe, Basinghall st
GORDON, WINIFRED SACKVILLE, Brixton rd April 17 Chadwick, Stockwell Park rd
GREY, ANN, Newcastle on Tyne April 18 Hoyle & Co, Newcastle on Tyne
HALL, FRANK, Bury, Lancs, Woollen Merchant April 30 Thorpe Bury
HARTWELL, MARY SOPHIA, Yeovil April 15 Lee & Pembertons, Lincoln's inn fields
HILTON, ANN, Blackburn March 31 L & W Wilkinson, Blackburn
HOCKINGS, JANE CHRISTINA, Lymington, Southampton April 12 Moore & Co, Lymington
HURST, JOHN, Louth, Lincs, Chemist April 14 Bell & Ingoldby, Louth
INGALL, WILLIAM GEORGE, Sparkhill, Worcester April 30 Beale & Co, Birmingham
INSKIP, LUCY, Huntingdon April 15 Watts & Sons, St Ives, Hunts
ISAACS, JOHN, Gordon pl, Gordon sq, Turf Accountant June 1 Taylor & Taylor, New Broad st
JARRETT, JAMES, Forest Gate April 30 Scott, New Broad st
JOHNSON, ELIZABETH, Hulme, Manchester April 19 Preston & Son, Manchester
LEITCH, JOHN MUIR, Kensal Green April 30 Munns & Longden, Old Jewry
LESTER, SAMUEL, Bilston, Staffs April 12 Wilcock & Taylor, Wolverhampton
LEWIN, CHARLES SUTTON, Norwich April 14 Francis & Back, Norwich
LIDDARD, ROSALINA ELIZABETH, Randolph rd, Maida hill April 12 Eardley & Co, Charles st, St James's sq
MACKARNESS, SUSAN, Northampton April 6 Darnell & Price, Northampton
MAIR, JOHN, Lymington May 1 Arnould & Son, New ct, Lincoln's inn
MANNING, JOHN, Churchstanton, Devon, Farmer, or SOPHIA MANNING March 25 Sheppard & Meyler, Taunton
MILLS, JOSEPH, Rochdale, Woollen Weaver April 18 Chadwick, Rochdale
MILLS, SARAH, Yardley, Worcester April 30 Harper, Birmingham
MINTO, WILLIAM, Ox Hill, Durham, Stoneman April 15 Ridley, Stanley, RSO
POND, JOHN, New Cross gate April 30 Rooke & Sons, Lincoln's inn fields
READY JOHN DEAKIN, North Aston, Warwick, Brass Founder April 15 Cottrell & Son, Birmingham
ROBERTS, WILLIAM, Seacombe, Chester, Storekeeper April 1 Wilson & Cowie, Liverpool
RUSSELL, ROBERT, Theberton st, Islington April 30 Rooke & Sons, Lincoln's inn fields
SCHNADHORST, FRANK GLADSTONE, Woodford, Essex April 13 Swann & Co, Cannon st
SLADE, HENRY ALBION, or LOUISA BACON, Morden, Surrey April 14 Richardson & Sadler, Golden sq
SMITH, GEORGE, Hampton Hill April 30 Scott, New Broad st
SMITH, JAMES EDWARD, Aislaby, Durham May 1 Watson, Stockton on Tees
SMITH, THOMAS HENRY, Birmingham, Commercial Traveller April 16 Walker & Meek, Birmingham
STIRLOW, GEORGE, Barnard st, Russell sq April 30 Hollams & Co, Mincing la
STOCKLEY, MARIA ANN, Bath May 1 Payne & Fuller, Bath
TAYLOR, WILLIAM, Southend on Sea, Mantle Manufacturer April 25 Worrell & Son, Coleman st
THOMPSON, ROBERT, Bishop Auckland, Durham, Mineral Water Manufacturer March 29 Proud, Bishop Auckland
TOLAN, TERENCE, Leeds, Licensed Victualler April 5 Bulmer & Lawson, Leeds
TREBLE, GEORGE, St James' rd, Holloway, Shop Front Builder March 31 Romain, Bishopsgate Without
TREW, EMMA OXON, Twickenham April 3 Haslip, Cannon st
TRICKETT, SUSAN ANN, Waterfoot, Lancs April 7 Knowles & Thompson, Waterfoot, nr Manchester
WALKER, HARRIET, Louth, Lincs April 14 Bell & Ingoldby, Louth
WILLIAMS, RICHARD, Camden sq April 21 Stock, Queen Victoria st
WILLIAMS, WILLIAM, Islington, Engraver April 10 Helder & Co, Clement's inn, Strand
WINGFIELD, RAYMOND, Chesterfield, Blacksmith April 19 Gossop, Chesterfield
WOODHEAD, WILLIAM, Bradford April 15 Gaunt & Co, Bradford
WOODHOUSE, ANNA JANE, Slinfold, nr Horsham April 15 Hunter & Haynes, New sq, Lincoln's inn
WRIGHT, MARY, Huntingdon April 25 Watts & Sons, St Ives, Hunts
ZAMBRA, SARAH, Fitzjohns av, Hampstead April 30 Scott, New Broad st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 14.

RECEIVING ORDERS.

ANDREWS, WILLIAM, Birmingham, Metal Dealer Birmingham Pet March 1 Ord March 12
ASKEN, WILLIAM, Worksop, Notts, Auctioneer Sheffield Pet March 10 Ord March 10
BLIGH, MICHAEL, Leeds Leeds Pet March 8 Ord March 8
BROMLEY, FRED, Sheffield, Provision Dealer Sheffield Pet March 10 Ord March 10
BROWN, ELIZA, Banbury, Oxford, Confectioner Banbury Pet March 11 Ord March 11
DOVE, ALFRED, Heeley, Sheffield, Grocer Sheffield Pet March 11 Ord March 11
EASTON, ERNEST HIRAM, Exeter Exeter Pet March 10 Ord March 10
EMMS, HENRY GEORGE, and ARTHUR JOHN EMMS, Holborn circus, Diamond Merchants High Court Pet March 10 Ord March 10
FILDES, LOUIS, Llandudno, Butcher Bangor Pet March 10 Ord March 10
FRISBY, WILLIAM EDGAR, Gt Grimsby, Auctioneer Gt Grimsby Pet March 10 Ord March 10
FYSH, STANLEY, Wisbech, Isle of Ely, Cambridge, Farmer King's Lynn Pet March 10 Ord March 10
GIBSON, THOMAS, Middleton in Teesdale, Durham Farmer Stockton on Tees Pet March 8 Ord March 8
GROVE, JOHN HENRY, West Drayton, Cattle Dealer Windsor Pet March 8 Ord March 8
HALE, CHARLES HENRY, Brixton Hill, Fruiterer High Court Pet March 12 Ord March 12
HAMLIN, HARRY, Lingfield, Miller Tunbridge Wells Pet March 10 Ord March 10
HAMMOND, SYDNEY HARRY, Regent st, Dealer in Russian Comestible High Court Pet March 12 Ord March 12
HARRISON, CHARLES SAMUEL, Leeds, Grocer's Assistant Kingston upon Hull Pet March 12 Ord March 12
HIGGINS & Co, M. Barnsley, Fruit Merchants Barnsley Pet Feb 20 Ord March 10
HUDSON, THOMPSON, Kirkley, Lowestoft Gt Yarmouth Pet March 12 Ord March 12
JONES, HANNAH, Colwyn Bay, Denbigh, Plumber Bangor Pet March 10 Ord March 10
JONES, PRICE, Twyncynghordy, nr Brynmawr, Ostler Tredegar Pet March 11 Ord March 11
LEOPARD, WILLIAM HARRY, Cheltenham, Greengrocer Cheltenham Pet March 10 Ord March 10
LONGDEN, JOSEPH, Arkwright Town, nr Chesterfield, Colliery Engineman Chesterfield Pet March 10 Ord March 10
MARBOTT, CHARLES HENRY, Norwich, Cabinet Maker Norwich Pet March 12 Ord March 12
NEALE, PHILIP, Chalk Farm rd High Court Pet March 10 Ord March 10
O'DONNELL, JAMES JOSEPH, H M Gaol, Walton, Liverpool, Surgeon Wigan Pet March 6 Ord March 10
PASHBY, JOHN HENRY, Ilkley, Yorks, Boot Maker Leeds Pet March 11 Ord March 11
PEEL, WILLIAM, Bradford, Yarn Dyer Bradford Pet March 11 Ord March 11
PEGG, WILLIAM HENRY, Cheltenham, Tailor Cheltenham Pet March 12 Ord March 12
PEMBLE, WALTER, Strood, Kent, Fruit Salesman Rochester Pet March 10 Ord March 10
PHELPS, JAMES, Dorchester, Provision Merchant Dorchester Pet March 12 Ord March 12
PILE, ARTHUR ALBERT, Rochester, Baker Rochester Pet March 11 Ord March 11
RAYNER, FREDERICK, Wealdstone St Albans Pet March 8 Ord March 8
ROBINS, WILLIAM LEONARD, Cinderford, Glos, Mason Gloucester Pet March 10 Ord March 10
ROBSON, JOHN, Darlington Stockton on Tees Pet March 11 Ord March 11
RUSHFORTH, JOHN HUDSON, Bingley, Yorks, Mill Manager Bradford Pet March 10 Ord March 10
SADDINGTON, HARRY, North Finchley, Commercial Traveller Barnet Pet March 10 Ord March 10
SMALLWOOD, JOHN CREWE, Llandudno, Licensed Victualler Bangor Pet March 11 Ord March 11
STEVENS, JAMES THOMAS, Mylor, Cornwall, Farmer Truro Pet March 12 Ord March 12
STEVENS, JOHN, Shrewsbury, Milkman Shrewsbury Pet March 10 Ord March 10
VIRGO, WILLIAM PHIPPS, Cucklington, Somerset, Farmer Yeovil Pet March 11 Ord March 11
WARDALL, FRANK CHARLES, Ryde, I of W, Tutor Newport Pet March 10 Ord March 10
WHITTAKER, AMBROSE, Clough Fold, Lancs Rochdale Pet March 10 Ord March 10
WRIGHT, ROBERT, Leicester, Hairdresser's Assistant Leicester Pet March 11 Ord March 11
YOUNG, FREDERICK, Swindon, Fishmonger Swindon Pet March 10 Ord March 10

FIRST MEETINGS.

ANDERSON, THOMAS, Scarborough, Market Gardener March 21 at 11 30 74 Newborough, Scarborough
BLIGH, MICHAEL, Leeds March 21 at 12 Off Rec, 22, Park row, Leeds
BROWN, DAVID, Port Talbot, Glam, Steel Works Labourer March 21 at 11.30 Off Rec 31, Alexandra rd, Swansea
BROWN, SOLOMON, Leeds, Slipper Maker March 21 at 11 Off Rec, 22, Park row, Leeds
CARTER, JOHN, Chester, Farmer March 21 at 10.30 Crypt chmbrs, Eastgate row, Chester
CHEW, WILLIAM, Nelson, Lancs, Labourer March 21 at 11 Court house Burnley
COLLEY, JAMES, Morecambe, Boarding House Keeper March 21 at 3 Off Rec, 14, Chapel st, Preston
COULTHARD, THOMAS, Bishop Auckland, Durham, Wine Merchant March 21 at 12 Off Rec, 25, John st, Sunderland
DAVIES, JONAH, Cardiff, House Agent March 21 at 11 117, St Mary st, Cardiff
EASTON, ERNEST HIRAM, Exeter March 27 at 10 30 Off Rec, 13, Bedford circus, Exeter
EMMS, HENRY GEORGE, and ARTHUR JOHN EMMS, Holborn circus, Diamond Merchants March 21 at 12 Bankruptcy bldgs, Carey st
FOWLER, THOMAS EDWARD, Bicester, Oxford, Corn Dealer March 21 at 12 1, St Aldate's, Oxford
FRERSTON, HAROLD, Nottingham, Paper Merchant March 21 at 12 Off Rec, Castle pl, Park st, Nottingham
GRINDLEY, ELIZABETH, Broughton, Chester, General Draper March 21 at 11 Crypt chmbrs, Eastgate row, Chester
HALL, WILLIAM, Swinton, nr Manchester, Draper's Assistant March 21 at 2.30 Off Rec, Byrom st, Manchester
JONES, ROBERT ELLIS, Dolwyddelen, Carnarvon, Quarryman March 29 at 1.15 County Police bldgs, Blaenau Festiniog
KING, ALBERT WILLIAM, Leigh on Sea, Essex, Grocer Mar 21 at 3 95, Temple chmbrs, Temple av
LEWIS, ARTHUR, Cardiff, Contractor Mar 21 at 11 117, St Mary st, Cardiff
LOVETT, JOSEPH SADLER, Cricklade, Wilts, Solicitor Mar 21 at 11 Off Rec, 38, Regent cir, Swindon
MASCALL, ALFRED GEORGE, Middlesbrough, Jeweller March 25 at 12 Royal Station Hotel, York
MICKLETHWAITE, GEORGE, Wakefield, Commission Agent March 21 at 3 Off Rec, 6, Bond ter, Wakefield
MITCHELL, HERBERT LEIGH, St James' rd, Old Kent rd March 21 at 12 Bankruptcy bldgs, Carey st
MITCHELL, JOSEPH, St Columb Minor, Cornwall, Tobacconist March 24 at 12 Off Rec, Boscawen st, Truro
NEALE, PHILIP, Chalk Farm rd, Camden Town March 21 at 2.30 Bankruptcy bldgs, Carey st
NIGHTINGALE, ALFRED MOSES, Hastings, Grocer March 21 at 11 Sun Of Rec, 24 Railway app, London Bridge
NIGHTINGALE, GEORGE, Kensington Gardens sq, Basewater, Advertising Agent March 24 at 12 Bankruptcy bldgs, Carey st
PASHBY, JOHN HENRY, Ilkley, Yorks, Boot Maker March 21 at 12 30 Off Rec, 24, Park row, Leeds
PEMBLE, WALTER, Strood, Fruit Salesman April 7 at 12 115, High st, Rochester
PHIPPS, CHARLES LEONARD, Rushden, Northampton, Clicker March 21 at 12 Off Rec, Bridge st, Northampton
PILE, ARTHUR ALBERT, Rochester, Baker April 7 at 12.15 115, High st, Rochester
ROBINS, WILLIAM LEONARD, Cinderford, Glos, Mason March 22 at 12 Off Rec, Station rd, Gloucester
RUSHFORTH, JOHN HUDSON, Bingley, Yorks, Mill Manager March 24 at 11 Off Rec, 31 Manor row, Bradford
RUTHERFORD, CUTHBERT, South Shields, Doctor March 21 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
SIMONS, ELIAS, Cardiff, Licensed Victualler March 21 at 12 117, St Mary st, Cardiff
STAPYLTON, JOHN, Sidcup, Kent, Licensed Victualler March 24 at 2.30 Bankruptcy bldgs, Carey st
STEAD, JOSEPH WILLIAM, Bramley, Leeds, Draper March 21 at 11 30 Off Rec, 22, Park row, Leeds
STEVENS, JAMES THOMAS, Mylor, Cornwall, Farmer March 21 at 12 30 Off Rec, Boscawen st, Truro
STEVENS, JOHN, Shrewsbury, Milkman March 22 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
THOMAS, THOMAS, Neath, Glam, Butcher March 21 at 11.45 Off Rec, 31, Alexandra rd, Swansea
VAUGHAN, LIONEL WILLIAM GEORGE, New North st, Hoxton, Draper March 24 at 12 Bankruptcy bldgs, Carey st
WARDALL, FRANK CHARLES, Ryde, I of W, Tutor March 24 at 12 19, Quay st, Newport, I of W
WHITELEY, HERBERT, Halifax, Innkeeper March 21 at 3 Off Rec, Townhall chmbrs, Halifax
WILLIAMS, WILLIAM, Portmadoc, Coal Dealer March 25 at 1 County Police bldgs, Blaenau Festiniog
WRIGHT, NAT, jun, Sheffield March 21 at 12 Off Rec, Figtree ln, Sheffield

ADJUDICATIONS.

ANDREWS, WILLIAM, Birmingham, Metal Dealer Birmingham Pet March 1 Ord March 12
APSEY, ORLANDO GEORGE, Evercreech, Somerset, Farmer Wells Pet Jan 31 Ord March 10
ASKEN, WILLIAM, Worksop, Notts, Auctioneer Sheffield Pet March 10 Ord March 10
BASS, WALTER KIMBELL, Bangor, Timekeeper Bangor Pet March 1 Ord March 11
BLIGH, MICHAEL, Leeds Leeds Pet March 8 Ord March 8
BOWERS, R H, York, Boot Dealer York Pet Feb 20 Ord March 12
BROMLEY, FRED, Sheffield, Provision Dealer Sheffield Pet March 10 Ord March 12
CORNFORTH, ALEXANDER WILLIAM, Newtown Newtown Pet Feb 18 Ord March 10
DOVE, ALFRED, Heeley, Sheffield, Grocer Sheffield Pet March 11 Ord March 11
EASTON, ERNEST HIRAM, Exeter Exeter Pet March 10 Ord March 10
FILDES, LOUIS, Llandudno, Butcher Bangor Pet March 10 Ord March 10
FRISBY, WILLIAM EDGAR, Gt Grimsby, Auctioneer Gt Grimsby Pet March 10 Ord March 10
FYSH, STANLEY, Wisbech, Isle of Ely, Cambridge, Farmer King's Lynn Pet March 10 Ord March 10
GIBSON, THOMAS, Middleton in Teesdale, Durham, Farmer Stockton on Tees Pet March 8 Ord March 8
GROVE, JOHN HENRY, West Drayton, Cattle Dealer Windsor Pet March 8 Ord March 8
HALE, CHARLES HENRY, Brixton hill, Fruiterer High Court Pet March 12 Ord March 12
HAMLIN, HARRY, Lingfield, Surrey, Miller Tunbridge Wells Pet March 10 Ord March 10
HARRIS, ETTIE, Brighton Brighton Pet Feb 17 Ord March 12
HARRIS, RICHARD, Gorleston, Norfolk, Butcher Gt Yarmouth Pet Feb 28 Ord March 11
HARRISON, CHARLES SAMUEL, Leeds, Grocer's Assistant Kingston upon Hull Pet March 12 Ord March 12
HUDSON, THOMPSON, Kirkley, Lowestoft Gt Yarmouth Pet March 12 Ord March 12
JONES, DAVID, Landilloes, Montgomery, Farmer Newtown Pet March 6 Ord March 11
JONES, PRICE, Twyncynghordy, nr Brynmawr, Ostler Tredegar Pet March 11 Ord March 11
LEOPARD, WILLIAM HARRY, Cheltenham, Greengrocer Cheltenham Pet March 10 Ord March 10
LONGDEN, JOSEPH, Arkwright Town, nr Chesterfield, Colliery Engineman Chesterfield Pet March 10 Ord March 10

MARDOTT, CHARLES HENRY, Norwich. Upholsterer Norwich Pet March 12 Ord March 12
MORGAN, WILLIAM, Pontymister, Risca, Mon, Innkeeper Newport (Mon) Pet March 4 Ord March 11
NEALE, PHILIP, Camden Town High Court Pet March 10 Ord March 10
O'DONNELL, JAMES JOSEPH, H M Gaol, Walton, Liverpool. Surgeon Wigan Pet March 6 Ord March 12
PASHBY, JOHN HENRY, Ilkley, Yorks, Boot Maker Leeds Pet March 11 Ord March 11
PEGG, WILLIAM HENRY, Cheltenham, Tailor Cheltenham Pet March 12 Ord March 12
PEMBLE, WALTER, Strood, Fruit Salesman Rochester Pet March 10 Ord March 10
PHELPS, JAMES, Dorchester, Provision Merchant Dorchester Pet March 12 Ord March 12
PILE, ARTHUR ALBERT, Rochester, Baker Rochester Pet March 11 Ord March 11
PLUMBLY, GEORGE, Queen Victoria st, Company Promoter High Court Pet Nov 23 Ord March 12
RAYNER, FREDERICK, Wealdstone St Alban's Pet March 8 Ord March 11
REDGRAVE, JOHN HERVEY, Regent st, Electrical Engineer High Court Pet Feb 26 Ord March 8
ROBINS, WILLIAM LEONARD, Cinderford, Glos, Mason Gloucester Pet March 10 Ord March 10
ROBSON, JOHN, Darlington Stockton on Tees Pet March 11 Ord March 11
RUSHFORTH, JOHN HUDSON, Bingley, Yorks, Mill Manager Bradford Pet March 10 Ord March 10
RYE, THOMAS ALLEN, Wellingborough, Grocer Northampton Pet March 4 Ord March 11
SADDINGTON, HARRY, North Finchley, Commercial Traveller Barnet Pet March 10 Ord March 10
SCHWOB, ARMAND SALVATOR, Moorfields, Merchant High Court Pet June 6 Ord March 12
SMALLWOOD, JOHN CREWE, Llandudno, Licensed Victualler Bangor Pet March 11 Ord March 11
STEVENS, JAMES THOMAS, Mylor, Cornwall, Farmer Truro Pet March 12 Ord March 12
STEVENS, JOHN, Shrewsbury, Milkman Shrewsbury Pet March 10 Ord March 12
TAYLOR, FRANK STEWART, Gloucestershire ter, Paddington, Architect High Court Pet Jan 29 Ord March 10
VIRGO, WILLIAM PHIPPS, Cucklington, Somerset, Farmer Yeovil Pet March 11 Ord March 11
WARDALL, FRANK CHARLES, Ryde, I of W, Tutor Ryde Pet March 10 Ord March 10
WHITTAKER, AMBROSE, Clough Fold, Lancs Rochdale Pet March 10 Ord March 10
WOOD, HENRY, Milton next Sittingbourne, Kent, Grocer Rochester Pet Feb 15 Ord March 10
WRIGHT, NAT, jun, Sheffield Sheffield Pet Feb 13 Ord March 12
WRIGHT, ROBERT, Leicester, Hair Dresser's Assistant Leicester Pet March 11 Ord March 11
YOUNG, FREDERICK, Swindon, Fishmonger Swindon Pet March 10 Ord March 10

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

CARVEN, STEPHEN MANNINGTON, Gwendwr rd, West Kensington, Surgeon High Court Rec Ord May 21, 1894 Adjud June 8, 1894 Rec and Annul March 10, 1902

London Gazette.—TUESDAY, March 18.

RECEIVING ORDERS.

ABBOTT, W, & SON, Bideford, Devon, Cabinet Makers Barnstaple Pet Feb 25 Ord March 14
AYERS, JOHN, Bedminster, Bristol, Wheelwright Bristol Pet March 13 Ord March 13
BAYLISS, LEWIS, Wednesbury, Staffs, Electrical Accessories Manufacturer Walsall Pet March 12 Ord March 12
BEE, CHARLES REUBEN, Leicester, Picture Frame Maker Leicester Pet March 13 Ord March 13
BEVANS, SAMUEL, Whitwick, Leicester, Carter Burton on Trent Pet March 15 Ord March 15
BEVIS, WILLIAM HENRY, Watford, Herts, Grocer St Albans Pet March 12 Ord March 12
BINGHAM, SAMUEL ROBERT, Matlock, Hay Dealer Pet March 14 Ord March 14
BEROVSKY, ISAAC, and EMANUEL WEINBAUM, Hatton gdn, Diamond Merchants High Court Pet March 5 Ord March 14
BRADLEY, JAMES, Pannal, Yorks, Farmer York Pet March 14 Ord March 14
COLLINS, CHARLES GORDON, Doncaster, Newsagent Sheffield Pet Feb 26 Ord March 13
CROWTHER, SARAH ANN, Leeds Leeds Pet March 12 Ord March 12
FERRERS, ANNETTE HEATON SCHOFE, Leamington rd villas, Bayswater High Court Pet Jan 29 Ord March 14
FITTON, ROBERT TAYLOR Oldham, Brush Maker Oldham Pet March 12 Ord March 12
GOLD, OSIAS, Penygraig, Glam, Draper Pontypridd Pet March 13 Ord March 13
GREENWOOD, JAMES, Torpoint, Cornwall, Carpenter Plymouth Pet March 14 Ord March 14
HASSELBY, EDWARD HOWDALL, St Leonards on Sea Hastings Pet March 14 Ord March 14
HOPE, The Hon HENRY FRANCIS HOPE PELHAM CLINTON, Holles st, Cavendish sq High Court Pet Jan 23 Ord March 14
JEFFERIES, JONAS DALE, Wellington, Salop, Straw Dealer Madeley Pet March 14 Ord March 14
JOHNS, WILLIAM, Launceston, Cornwall, Miller Plymouth Pet March 13 Ord March 13
JONES, WILLIAM ARTHUR, Albany rd, Camberwell, Surgeon High Court Pet Feb 8 Ord March 14
KENWARD, ALBERT EDWARD, Forest hill, Commercial Traveller Greenwich Pet March 12 Ord March 12
KETTLE, HENRY ARTHUR, Bournemouth, Grocer High Court Pet March 14 Ord March 14
LAKE, EDWARD, Ammanford, Carmarthen, Tailor Carmarthen Pet March 13 Ord March 13
LAMB, THOMAS WILLIAM, Market Drayton, Coachbuilder Nantwich and Crewe Pet March 14 Ord March 14
MADDAFORD, WALTER, Oakhampton, Devon, Labourer Plymouth Pet March 12 Ord March 12
MARSHALL, HERBERT, Barnsley, Smallware Dealer Barnsley Pet March 13 Ord March 13
MELLAND SMITH, JOSEPH, Norbury Park Surrey, Civil Engineer Croydon Pet Feb 17 Ord March 11
OLIVER, WILLIAM JOHN, Stoke, Devonport, Builder Plymouth Pet March 15 Ord March 15
OWENS, OWEN, Llanberis, Carnarvon, School Attendance Officer Bangor Pet March 15 Ord March 15
PARKER ALBERT EDWARD, High rd Ponders End, Glass Merchant High Court Pet March 14 Ord March 15
PARRY, ELLIS, Tremadoc, Carnarvon, Shoemaker Portmadoc Pet March 13 Ord March 13
PRICE, JOHN HENRY, Cray, Brecknock, Farmer Merthyr Tydfil Pet March 15 Ord March 15
PRINTER, EDWARD, Norwich, Horse Dealer Norwich Pet March 14 Ord March 14
RASMUSSEN, HANS HENRIK MARIUS, RUDOLPH WUNDERLICK, and HANS RASMUSSEN, Forest Hall, Northumberland Nurserymen Newcastle on Tyne Pet Feb 28 Ord March 13
RIDGWAY, CHARLES, and HENRY RIDGWAY, Birmingham, Ironmongers Birmingham Pet March 13 Ord March 13
SHEPPARD, WILLIAM BRAIN, Newport, Mon, Fishmonger Newport, Mon Pet March 14 Ord March 14
SNOWDEN, FRED, Gt Grimsby, Saw Maker Gt Grimsby Pet March 14 Ord March 14
STEVENS, GEORGE, Bristol, Bamboo Furniture Manufacturer Bristol Pet March 14 Ord March 14
STILES, HENRY GEORGE, Reigate, Dairyman Croydon Pet March 12 Ord March 12
TAYLOR, WILLIAM MASSEY, Scarborough High Court Pet Jan 24 Ord March 13
THACKER, ARTHUR, Clavicarde gdns, Stock Dealer High Court Pet Dec 16 Ord March 13
THOMAS, OLIVER CROMWELL, Mirfield, Wood Turner Dewsbury Pet March 13 Ord March 13
TURNER, GEORGE JAMES, Teddington, Builder Kingston, Surrey Pet March 13 Ord March 13
WALLER, EDWARD, Deal, General Dealer Canterbury Pet March 15 Ord March 15
WELLINGHAM, JOSEPH JOHN, Stow Bedon, Norfolk, Farmer Norwich Pet March 15 Ord March 15
WESTBROOK, MARTHA ANNE, Gt Yarmouth, Biscuit Baker Gt Yarmouth Pet March 15 Ord March 15
WILLEY, JOHN THOMAS, Halifax, Cabinet Maker Halifax Pet March 11 Ord March 11
YOUNG, JOHN, Wolverhampton, Brass Caster Wolverhampton Pet March 14 Ord March 14

Amended notice substituted for that published in the London Gazette of March 14:

ASKEW, WILLIAM, Worksop, Notts, Auctioneer Sheffield Pet March 10 Ord March 10

FIRST MEETINGS.

ANYAN, NEWTON THOMAS, Gainsborough, Coal Merchant March 26 at 12 Off Rec 31, Silver st, Lincoln
AYERS, JOHN, Bedminster, Bristol, Wheelwright March 26 at 11.30 Off Rec, 26, Baldwin st, Bristol
AYERY ROBERT, Darlington, Flour Dealer March 26 at 11 North Eastern Hotel, Darlington
BARNARD, THOMAS ALBERT Madley, Hereford, Corn Dealer March 26 at 2 30 8, Offa st, Hereford
BEE, CHARLES REUBEN, Leicester, Picture Frame Maker March 25 at 3 Off Rec, 1, Berridge st, Leicester
BERGSON, PHILIP, Barrow in Furness, Picture Framer March 25 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
BERRY, ISABELLA, Chapel en le Frith, Derby, Licensed Victualler March 25 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
BEVIS, WILLIAM HENRY, Watford, Herts, Grocer March 27 at 3 95, Temple chmbrs, Temple av
BOROVSKY, ISAAC, and EMANUEL WEINBAUM, Hatton gdn, Diamond Merchants April 3 at 12 Bankruptcy bldgs, Carey st
BRADLEY, JAMES, Pannal, Yorks, Farmer March 27 at 1 Off Rec, The Red House, Duncombe pl, York
BRISCO, PHILIP, Swansea, Grocer March 25 at 2.15 Off Rec, 31, Alexandra rd, Swansea
BYCROFT, SETH CAWTHORNE, Stickford, Lincs, Carpenter April 3 at 2.15 Off Rec, 4 and 6, West st, Boston
COHN, MORITZ, Barrow in Furness, Watchmaker March 25 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
CROWTHER, SARAH ANN, Leeds March 26 at 11 Off Rec, 22, Park row, Leeds
DEES ROBERT WILLIAM, Mumbles, Glam, Solicitor March 25 at 2 Off Rec, 31, Alexandra rd, Swansea
FERRERS, ANNETTE HEATON SCHOFE, Bayswater March 27 at 12 Bankruptcy bldgs, Carey st
FILDES LOUIS, Llandudno, Butcher March 26 at 12 Crypt chmbrs, Eastgate row, Chester
GASCOYNE & HORTON, Beckenham, Builders March 26 at 11.30 24, Railway app, London Bridge
GOSTLING, FREDERIC WALLIS, Oakley, Beds, Farmer March 26 at 3 30 Lion Hotel, Bedford
GRIFFITHS, RICHARD THOMAS, Sutton St Michael, Hereford, Farmer March 25 at 2 2, Offa st, Hereford
HAMMOND, SYDNEY HARRY, Regent pl, Regent st, Dealer in Russian Comestibles March 26 at 2 30 Bankruptcy bldgs, Carey st
HIGGINS & CO, Barnsley, Fruit Merchants March 27 at 10 30 Off Rec, Regent st, Barnsley
KAPELLE, THOMAS, Bedford March 25 at 12 Off Rec, Bridge st, Northampton
KENNEDY MYLES BRICE, Cheapside Mar 25 at 2.30 Bankruptcy bldgs, Carey st
LAMBOURNE, MARK, Headington, Oxford, Butter Dealer March 25 at 12 1, St Aldate's, Oxford
LYDALL, JOHN FRENCH, John st, Bedford row, Solicitor High Court March 26 at 12 Bankruptcy bldgs, Carey st
MARSHALL, HERBERT, Barnsley, Smallware Dealer March 27 at 10 Off Rec, Regent st, Barnsley
METHVEN, JOHN, Walthamstow, Fishmonger March 25 at 12 Bankruptcy bldgs, Carey st
NEWELL, GEORGE Mitcham, Corn Chandler March 27 at 11.30 24, Railway app, London Bridge
PASS, JOSEPH JAMES, and GLADNEY VERDI OWEN, Manchester, Steamship Owners March 25 at 12 Off Rec, 35, Victoria st, Liverpool
PEET, WILLIAM, Bradford, Yarn Dyer March 27 at 11 Off Rec, 31, Manor row, Bradford
RASMUSSEN, HANS HENRIK EMIL MARIUS, RUDOLPH WUNDERLICK, and HANS RASMUSSEN Forest Hall, Northumberland, Nurserymen March 27 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
RAYNER, FREDERICK, Wealdstone March 27 at 12 95, Temple chmbrs, Temple av
REED, WILLIAM Swansea, Grocer March 27 at 12 Off Rec, 31, Alexandra rd, Swansea
SADDINGTON, HARRY, North Finchley, Commercial Traveller March 26 at 3 95, Temple chmbrs, Temple av
SMALLWOOD, JOHN CREWE, Llandudno, Licensed Victualler March 26 at 11 Crypt chmbrs, Eastgate row, Chester
STEVENS, GEORGE, Bristol, Bamboo Furniture Manufacturer March 26 at 11.45 Off Rec, 26, Baldwin st, Bristol
TAYLOR, JESSE, Stourport, Painter March 26 at 12 Mr Spencer Taunsfield, Solicitor, Oxford st, Kidderminster
TAYLOR, WILLIAM NASSEY, Scarborough March 27 at 12 Bankruptcy bldgs, Carey st

NATIONAL DISCOUNT COMPANY, LIMITED,

35, CORNHILL, LONDON, E.C.

Subscribed Capital, £4,233,325. **Paid-up Capital, £846,665.** **Reserve Fund, £460,000.**

DIRECTORS.

EDMUND THEODORE DOXAT, Esq., *Chairman.*
LAWRENCE EDLMANN CHALMERS, Esq. | WILLIAM HANCOCK, Esq. | JOHN FRANCIS OGILVY, Esq.
WILLIAM FOWLER, Esq. | QUINTIN HOGG, Esq. | AUGUSTUS SILLEM, Esq.
WALTER MURRAY GUTHRIE, Esq., M.P. | | WILLIAM JAMES THOMPSON, Esq.

Manager: LEWIS BEAUMONT. *Sub-Manager:* PHILIP HAROLD WADE. *Secretary:* CHARLES WOOLLEY.

Auditors: JOSEPH GURNEY FOWLER, Esq. (Messrs. Price, Waterhouse, & Co.); FRANCIS WILLIAM PIXLEY, Esq. (Messrs. Jackson, Pixley, Browning, & Co.).

Bankers: BANK OF ENGLAND; THE UNION BANK OF LONDON, LIMITED.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities.
Money received on Deposit, at Call and Short Notice, at the Current Market Rates, and for Longer Periods upon Terms to be Specially Agreed upon.
Investments in and Sales of all descriptions of British and Foreign Securities effected. All Communications on this subject to be addressed to the Manager.

THACKER, ARTHUR, Clanricarde gdns, Stock Dealer March 25 at 2 30 Bankruptcy bldgs, Carey st
TOOLE, WILLIAM ROCHFORD, Burton, Derby, Tobacconist March 25 at 11 Off Rec, County chmbrs, Market pl, Stockport
VIRGO, WILLIAM PHIPPS, Cucklington, Somerset, Farmer March 25 at 12 30 Off Rec, Endless st, Salisbury
WESTLEY, ARTHUR, Dudley, Worcester, Brass Founder March 25 at 12 Off Rec, Wolverhampton st, Dudley
WILLIAMS, JAMES DAVIDSON, Aberystwyth, Cardigan, Builder April 8 at 11 Townhall, Aberystwyth
WIX, HERBERT FREDERICK, East Walton, Norfolk, Dealer April 10 at 10.30 Court house, King's Lynn
WRIGHT, ROBERT, Leicester, Hair Dresser's Assistant March 25 at 12.30 Off Rec, 1, Berridge st, Leicester
YOUNG, FREDERICK, Swindon, Fishmonger March 26 at 11 Off Rec, 38, Regent circus, Swindon

ADJUDICATIONS.

BAYLISS, LEWIS, Wednesbury, Electrical Accessories Manufacturer Walsall Pet March 12 Ord March 12
BEVANS, SAMUEL, Whitwick, Leicester, Carter Burton on Trent Pet Feb 15 Ord March 15
BEVIS, WILLIAM HENRY, Watford, Herts, Grocer St Albans Pet March 12 Ord March 13
BINGHAM, SAMUEL ROBERT, Matlock, Hay Dealer Derby Pet March 14 Ord March 14
BRADLEY, JAMES, Pannal, Yorks, Farmer York Pet March 14 Ord March 14
BRADSHAW, JOHN, Eddlethorpe, nr Maldon, Yorks, Farmer Scarborough Pet Feb 10 Ord March 14
COOPER, ARTHUR, Devonshire st, Mile End, Jobmaster High Court Pet Jan 24 Ord March 14
COX, RICHARD, Croydon, Builder Croydon Pet Feb 12 Ord March 13
CROWTHER, SARAH ANN, Leeds Leeds Pet March 12 Ord March 12
DACOMBE, ALFRED HUBERT, Branksome, Dorset, Builder Poole Pet Feb 17 Ord March 14
DE HELBERT, F DE C HELBERT, Piccadilly High Court Pet Jan 9 Ord March 12
FITTON, ROBERT TAYLOR, Oldham, Brush Maker Oldham Pet March 12 Ord March 12
GASCOYNE, WILLIAM, and JOSEPH HORTON, Beckenham, Builders Croydon Pet Dec 16 Ord March 14
GOLD, OBIAS, Penygraig, Glam, Draper Pontypridd Pet March 13 Ord March 13
GREENWOOD JAMES, Torpoint Cornwall, Carpenter Plymouth Pet March 14 Ord March 14
HASSELBY, EDWARD HOWDALL, St Leonards on Sea Hastings Pet March 14 Ord March 14
HENLEY, ANTHONY ERNEST, Regent st, Civil Engineer Croydon Pet Aug 31 Ord March 11
JEFFERIES, JONAS DALE, Wellington, Salop, Straw Dealer Madeley Pet March 14 Ord March 14
JOHNS, WILLIAM, Launceston, Cornwall, Miller Plymouth Pet March 13 Ord March 13
KENWARD ALBERT EDWARD, Forest hill, Commercial Traveller Greenwich Pet March 12 Ord March 14
KETTLE, HENRY ARTHUR, Bournemouth, Grocer High Court Pet March 14 Ord March 14
LAKE, EDWARD, Ammanford, Carmarthen, Tailor Carmarthen Pet March 13 Ord March 13
LAND, THOMAS WILLIAM, Market Drayton, Coachbuilder Crewe Pet March 14 Ord March 14
MACKRILL, HENRY WILLIAM, Kintbury, Berks, Baker Newbury Pet Feb 6 Ord March 11
MADDAFORD, WALTER, Okehampton, Devon, Labourer Plymouth Pet March 12 Ord March 12
MARSHALL, HERBERT, Barnsley, Smallware Dealer Barnsley Pet March 13 Ord March 13
MITCHELL, HERBERT LEIGH, Old Kent rd High Court Pet Jan 27 Ord March 13
NUTTALL, JOSEPH, Bolton, Tripe Dealer Bolton Pet Feb 21 Ord March 13
OLIVER, WILLIAM JOHN, Stoke, Devonport, Builder Plymouth Pet March 15 Ord March 15
OWENS, OWEN, Llanberis, Carnarvon, School Attendance Officer Bangor Pet March 15 Ord March 15
PARKER, ALBERT EDWARD, High rd, Ponder's End, Glass Merchant High Court Pet March 15 Ord March 15
PARRY, ELLIS, Tremadoc, Carnarvon, Shoemaker Portmadoc Pet March 13 Ord March 13
PRINTER, EDWARD, Norwich, Horse Dealer Norwich Pet March 14 Ord March 14
SHEPPARD, WILLIAM BRAIN, Newport, Mon, Fruiterer Newport, Mon Pet March 14 Ord March 14
SNOWDEN, FRED, Gt Grimsby, Cutler Gt Grimsby Pet March 14 Ord March 14
STAPYLTON, JOHN, Sidcup, Kent High Court Pet Jan 28 Ord March 15
STEVENS, GEORGE, Bristol, Bamboo Furniture Manufacturer Bristol Pet March 14 Ord March 14
THOMAS, OLIVER CROMWELL, Mirfield, Yorks, Wood Turner Dewsbury Pet March 13 Ord March 13
WALLER, EDWARD, Deal, Fish Dealer Canterbury Pet March 15 Ord March 15
WALLIS RANSOME, Epsom, Merchant Croydon Pet Feb 15 Ord March 11
WELLINGHAM, JOSEPH JOHN, Stow Bedon, Norfolk, Farmer Norwich Pet March 15 Ord March 15
WESTBROOK, MARTHA ANNE, Gt Yarmouth, Biscuit Baker Gt Yarmouth Pet March 15 Ord March 15
WILLEY, JOHN THOMAS, Halifax, Cabinet Maker Halifax Pet March 11 Ord March 11
WOOD JOHN WILLIAM, Leek Scaffs, Builder Macclesfield Pet Feb 14 Ord March 15
YOUNG, JOHN, Wolverhampton, Brass Caster Wolverhampton Pet March 14 Ord March 14

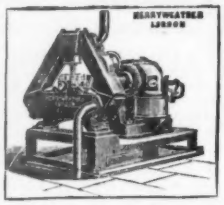
Amended notice substituted for that published in the London Gazette of Jan 10:

BOMAN, WILLIAM WALTER, Southend on Sea, Grocer Chelmsford Pet Jan 4 Ord Jan 4

Amended notice substituted for that published in the London Gazette of March 14:

ASKEW, WILLIAM, Worksop, Notts, Auctioneer Sheffield Pet March 10 Ord March 10

MERRYWEATHERS'



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"London Brigade" Hand Fire Pump - £5 5 0
(With which one person can attack a fire unaided, and by which three-fourths of the fires in London are put out every year.)
"Chute" Fire Escapes, from - - - £5 0 0
Hydrant Systems, from - - - £30 0 0

Pressure Augmentors for High Buildings where water service is at low pressure.

SPECIAL SPRINKLERS FOR LIFT SHAFTS.

Write for Pamphlets, post-free.

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PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.) conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at the MART, Tokenhouse-yard, E.C.
The appointments fixed for 1902 are as follows:—

Thursday, April 3.	Thursday, Aug. 21.
Thursday, April 17.	Thursday, Sept. 4.
Thursday, May 1.	Thursday, Sept. 18.
Thursday, May 15.	Thursday, Oct. 2.
Thursday, June 5.	Thursday, Oct. 16.
Thursday, June 19.	Thursday, Nov. 6.
Thursday, July 3.	Thursday, Nov. 20.
Thursday, July 17.	Thursday, Dec. 4.
Thursday, Aug. 7.	Thursday, Dec. 18.

Offices, 6, Poultry, London, E.C. Telephone No. 999 Bank. Telegrams: "Invariably," London.

PERIODICAL PROPERTY AUCTIONS.

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS are held at the MART, Tokenhouse-yard, E.C., on the FIRST and THIRD WEDNESDAYS in every month throughout the year.
The dates fixed for the year 1902 are:—

Wednesday, April 2.	Wednesday, Aug. 20.
Wednesday, April 16.	Wednesday, Sept. 3.
Wednesday, May 7.	Wednesday, Sept. 17.
Wednesday, May 21.	Wednesday, Oct. 1.
Wednesday, June 4.	Wednesday, Oct. 15.
Wednesday, June 18.	Wednesday, Nov. 5.
Wednesday, July 2.	Wednesday, Nov. 19.
Wednesday, July 16.	Wednesday, Dec. 3.
Wednesday, Aug. 6.	Wednesday, Dec. 17.

Vendors, Solicitors, and Trustees having Properties for Sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C. Telephone No. 999 Bank. Telegrams: "Invariably, London."

MESSRS. HERRING, SON, & DAW,
AUCTIONEERS, ESTATE AGENTS, VALUERS.
Sanitary and Mortgage Surveyors,
IRONMONGER LANE, CHEAPSIDE, E.C.,
and 308, BRIXTON HILL, S.W.
(Established 1773.)
Telephone Nos.—"5084 Bank," "130 Streatham."
Telegrams—"Oldest, London."

AUCTION SALES.

MESSRS. FIELD & SONS' AUCTIONS take place MONTHLY, at the MART, and include every description of House Property. Printed terms can be had on application at their Offices. Messrs. Field & Sons undertake surveys of all kinds, and give special attention to Rating and Compensation Claims. Offices, 54, Borough High-street, and 52, Chancery-lane, W.C.

Sale Days for the Year 1902.—Messrs.

FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & CO.
beg to announce that the undermentioned dates have been fixed for their AUCTIONS of FREEHOLD, Copyhold, and Leasehold ESTATES, Reversions, Shares, Life Interests, &c., at the AUCTION MART, Tokenhouse-yard, E.C.
Other appointments for intermediate Sales can also be arranged.

Thursday, April 10.	Thursday, July 10.
Thursday, April 24.	Thursday, July 17.
Thursday, May 1.	Thursday, July 24.
Thursday, May 8.	Monday, July 28.
Thursday, May 15.	Thursday, August 7.
Monday, June 2.	Thursday, September 25.
Thursday, June 12.	Thursday, October 9.
Monday, June 16.	Thursday, October 23.
Thursday, June 19.	Monday, November 3.
Monday, June 23.	Thursday, November 20.
Thursday, June 26.	Thursday, December 4.
Thursday, July 3.	Thursday, December 11.
Monday, July 7.	

A List of forthcoming Sales by Auction is published in the advertisement columns of "The Times," "Standard," and "Morning Post" every Saturday.
Messrs. Farebrother, Ellis, & Co. also issue on the 1st of every Month a SCHEDULE OF PROPERTIES TO BE LET OR SOLD, comprising landed and residential estates, farms, freehold and leasehold houses, town and country building land, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application to their Offices, No. 29, Fleet-street, Temple-bar, E.C.

Sales at the Mart, 1902 (First Half).

MESSRS. FURBER, PRICE, & FURBER'S SALES of FREEHOLD and LEASEHOLD PROPERTIES, GROUND-RENTS, and other Securities will be held at the AUCTION MART, Tokenhouse-yard, E.C., on the following days at TWO o'clock precisely:—

Tuesday, April 8.	Friday, June 27.
Friday, May 30.	Friday, July 25.

And upon other dates as required.
Particulars of Properties to be included should be sent in at least six weeks before date of Auction.
Survey, Valuation, and Estate Offices, Warwick-court, Gray's-inn, W.C. Established 70 years. Telephone: 1008 Holborn.

HAMILTON HOUSE, Victoria Embankment (corner of Temple-avenue).

TO BE LET,
For Meetings of Shareholders, Public Meetings, Arbitrations, Meetings of Creditors, &c.,
A LIGHT and SPACIOUS HALL
(with Board Room in connection),
Accommodating from 250 to 300 persons. Also SMALLER ROOMS for similar purposes.
Also, on Lease,
TWO SUITES of Offices on Ground Floor.
Apply to
The Employers' Liability Assurance Corporation (Limited) at the above address.